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Current Topics.

The Vacation Court.

SIR SAMUEL EVANS, P., held the first sitting of the Vacation Court on Wednesday with a list of some twenty-five cases. In one, relating to the accounts of a trust estate, some of the parties appeared in person, and this and other cases involving matters suitable for the Vacation Court, including an alleged infringement of building stipulations on an estate in Northumberland—in which, however, no injunction was granted—received very full consideration. But matters in which no urgency could be shewn—such as an application in a foreclosure action by a building society, and an application for an injunction to restrain alterations in a bungalow at Shoreham—were left to stand over till next sittings.

Service of Writs Abroad.

WE PRINT elsewhere an order made by the Lord Chancellor applying R. S. C. ord. 11, r. 8, to France, Spain, and Belgium. The rule was applied to Germany by order of the 4th of July, 1904, and to Russia by order of the 21st of March, 1906. Where leave has been given to serve a writ in any country to which the rule is applied by order of the Lord Chancellor, the service is effected in accordance with the provisions of the rule, that is, by transmission through the Foreign Office; and under rule 8A a summons, if directed to be served in a foreign country, is subject to the procedure of rule 8. The result of the present and previous orders is that a writ, if ordered to be served in any of the above five countries, must be served by transmission through the Foreign Office, and a summons can be served in these countries in the same way. We believe it is still doubtful whether rule 8A admits of service of a summons in other foreign countries: see *ante*, p. 5.

The Atlantic Fisheries Arbitration.

THE ARGUMENTS before The Hague Tribunal are now drawing to a close. Sir W. S. ROBSON has replied on the whole of the British case and Senator ROOT is finishing his speech—the last—on behalf of the United States. Sir W. S. ROBSON is stated

by the *Times* correspondent to have "greatly amused the entire court by his destructive assault on the authority of W. Clauss's compilation of writers on international law, which has been so extensively relied upon by the United States, shewing that, even of the jurists cited in this prize essay, some describe the theory of international servitudes as only fit for a museum of antiquities." Sir W. S. ROBSON warmly upheld the right of Newfoundland to exclude foreigners from her fisheries, and urged that she should be allowed to do so without giving reasons: "It is bad enough to be excluded from a friendly territory or a neighbour's house, but I would rather be told that I am excluded from my neighbour's house than be told why." Senator ROOT is described as seeking "for his words with the utmost care, and this, coupled with the methodical working of his mind, which permits of no short cuts, tends to make the progress of his argument slow." Senator ROOT contends that the word "inhabitants" embraces all persons resident in the United States. As to this, the President of the Tribunal put the question whether a British subject resident in the United States who goes into British waters to fish, under his treaty rights as an inhabitant, would be exempt from British fishery legislation. This question Senator ROOT was not prepared to answer.

The International Law Association.

THE INTERNATIONAL Law Association has now concluded its labours at the recent conference: see the *Times* of August 4th, 5th, and 6th. Reviewing the whole of the proceedings, the papers and discussions on the Declaration of London (referred to in our last issue) still stand out as the most important and interesting feature of the Conference. Other papers and discussions embraced subjects drawn from widely separated spheres of law, and ranged from jurisdiction in divorce to the rule of the road. The paper read by Mr. R. P. MAHAFFY on the Rule of the Road on Land was perhaps the most interesting of all the later papers. The English rule of keeping to the left in riding and driving prevails also, it seems, in Sweden, Hungary, Portugal, some cities of Italy, and some provinces of Austria. Mr. MAHAFFY traced the origin of the English rule to the necessity of keeping to the left in narrow roads and lanes for the purpose of properly using the whip in driving a team of four horses. This seems rather far fetched. It was also stated that statutory confirmation was given to the present rule by the Highway Act of 1835. Mr. MAHAFFY said nothing about the pedestrians' rule of the footpath. He "saw no prospect of a unification of the rules of the road on land in the various countries, and he saw no necessity for such unification; for so long as foreigners knew what country they were in it was easy to remember and observe the rule of the road." The reason is not quite convincing, and a proposition was carried for appointing a committee to consider the desirability of a universal rule of the road on land. Workmen's compensation was one of the subjects before the conference, and an excellent paper was read by Sir JOHN GRAY HILL, the two sides of the question of allowing contracting out being well treated. Resolutions were passed in favour of foreign seamen and foreign workmen having the same rights as British subjects with respect to compensation for accidents in the course of employment. The State and Maritime Contracts formed another subject of discussion, especially from the point of view taken in the American legislation known as the Harter Act. Most of the resolutions passed by the Conference were well within the limits of practicable reforms, even if not always desirable for the present.

Divorce by Mutual Consent.

THE CONGRESS of the International Law Association was occupied on Thursday, the 4th, with the subject of "jurisdiction in divorce." Several interesting papers were read, including one by Dr. GASTON DE LEVAL, legal adviser to the British Government in Brussels. He strongly advocated the adoption of the Belgian system of divorce by mutual consent. He gave several reasons in favour of it, but stated that very few divorces were obtained in Belgium on this ground. This is not to be wondered at, when the conditions that have to be fulfilled before such a divorce is granted are considered. They are, he stated, as follows:

"(1) A Belgian divorce by mutual consent is granted by the court in open court, by a judgment rendered in the same way as any other judgment in divorce. (2) A delay of one year at least must elapse between the demand and the grant of the divorce. (3) Both parties have four times during that year, once every three months, to appear before the president of the court to confirm their will to divorce. (4) Four times during that year, once in every three months, the parents on both sides have to give their consent to the divorce, and at the last meeting two gentlemen, of well-known character and of fifty years of age, have to join with the parents. Parents have to declare that, for reasons known to them, they consent to the divorce of their child." It does not appear whether the consent of the parents is to be given in open court or *in camera*; but we should imagine it would be *in camera*. Nor apparently must the parents inform the judge in what the "reasons known to them" consist. And this is not all. If there are children of the marriage, the parties wishing to obtain a divorce by mutual consent have forthwith to give up to their children one half of all their property. Consequently, children whose parents are divorced by mutual consent are better off than children whose parents are divorced for any other cause. We do not anticipate that the Royal Commission on the subject will recommend the adoption in England of the Belgian system of divorce by mutual consent.

The Companies Report.

THE BOARD of Trade Companies Report for 1909, which has recently been issued, shows a considerable increase both in the number of companies registered in that year and in the aggregate nominal capital. The number of companies registered in England and Wales was 5,833, as against 4,639 in the previous year, and this number is the highest since the Companies Act, 1862, came into operation. The previous high-water mark of company registration was in 1907, when the registrations in England and Wales were 4,810. The total nominal capital was over 132 millions, which is higher than in any year since 1902, and though the nominal capital is not a safe guide to the importance of a company, yet the capital stamp duty acts as check upon the amount being unduly inflated. The figure, however, is considerably less than has been reached in some former years, and the detailed statistics of capital shew, as Mr. G. S. BARNES, the Comptroller of the Companies Department, points out, that the number of companies of small capital is progressively increasing. He further observes that the Limited Partnership Act, 1907, has not had the result of reducing the small companies registered, and that the joint stock company retains its popularity with traders. As we have frequently intimated, the system of limited partnerships has no advantages commensurate with those afforded by the company system. The number of limited partnerships registered in 1909 was 119, with a subscribed capital of £700,502, of which, however, £600,000 belonged to one firm.

Debentures and Winding Up.

THE STATUTORY requirements have gone as far, probably, as is practicable in compelling companies to give information as to their financial position, and, in particular, persons intending to give credit to a company can, if they choose, ascertain how far the assets are already pledged to debenture-holders. But the Companies Report specifies a typical case in which one of the vendors to a company was able to secure his purchase-money at the cost of unsecured creditors. He took £1,100 of debentures in part satisfaction of a sum of £1,628 payable to him as his share of the purchase price. The old creditors of the business were paid off by the process of contracting new debts in the company's name, and when liquidation supervened the vendor took the assets by virtue of his debentures and the new creditors went unpaid. "It cannot," says Mr. G. S. BARNES, "be too strongly impressed on the commercial public that if they deal with a limited company they must be on their guard to protect themselves by inquiring about debentures before giving credit, and must not rely upon the law to save them when they neglect to do so." And yet, in such a case as that referred to, it might perhaps be very well provided by statute

that the vendor should be postponed to other creditors, at any rate if winding up occurred within a specified period after the sale to the company. Mr. BARNES also calls attention to the loss that frequently occurs through businesses being taken over by companies without the safeguard of an independent valuation of the assets. "In many of the failures of the year," he says, "the values of the businesses taken over when the companies were formed were not ascertained by independent valuation, but the prices were simply fixed by the vendors, who were in most cases also the directors." The total number of companies which went into liquidation during the year was 1,939, and 1,271 companies were removed from the register on the ground that they were no longer carrying on business, together 3,210; leaving the net increase of companies in England and Wales at 2,623. Of the companies which went into liquidation, 146 were ordered to be wound up compulsorily—namely, 99 in the High Court, and 47 in the Palatine Courts and the county courts. Of companies which go to the public, the proportion of those which issue no prospectus tends to diminish. The advantage of dispensing with a prospectus is practically annulled by the requirement that a statement containing similar information must be filed. The numerous returns made by companies are producing difficulties of storage at Somerset House. The length of files at present stored in the cellars extends to 2½ miles, and the yearly rate of increase is about 600 yards.

Inland Revenue Regulations and the Money-lenders Act.

WE NOTICED recently the reversal by the House of Lords (*ante*, p. 718) of the decision of the Court of Appeal in *Sadler v. Whiteman* (1910, 1 K. B. 868), not on the substantial question raised by the case, but on the ground that the impugned registration had been accepted by the Inland Revenue Commissioners, and could not therefore be treated as irregular. The importance thus ascribed to regulations issued by a Government department is so singular that it is worth while to recur to the case; and the case is singular, too, for the difference of opinion originally shewn as to the meaning of "usual trade name." Under the Money-lenders Act, 1900, a money-lender is bound to register himself under his own or usual trade name, and in no other name, and he is forbidden to carry on the money-lending business in any other than his registered name. The meaning of "usual trade name" might be thought quite obvious, were it not that judges have disagreed. It means a name which the money-lender is already habitually using when he applies for registration, and only by doing violence to the English language can it be taken to include a name which he is not then using, but which he intends to use in the future. The Court of Appeal held that such violence could not be allowed, and in this the House of Lords concur. The proposition, said Lord MACNAGHTEN, seems too clear for argument. So it is, but then matters which are too clear for some judicial minds are, as the reports frequently shew, full of doubt for others. However, this much is now settled, that a money-lender cannot adopt a new name and then register it as his usual name. But there remain the Inland Revenue Commissioners. The Act imposes on them the duty of making regulations respecting the registration of money-lenders, and apparently their regulations, or the forms issued under them, enabled the money-lenders in the present case to obtain registration in a manner forbidden by the statute. Here again we should have thought the result obvious. The commissioners have no power to make regulations which override the statute, and a registration in contravention of the statute is unlawful and carries with it all the consequences of illegality. As FARWELL, L.J., observed in the Court of Appeal, no form of return issued by the commissioners can alter the clear effect of the words of the statute. But to the House of Lords it has seemed otherwise. Actual registration by the commissioners cures any irregularity in the registration, and the commissioners have it in their power, and have apparently exercised the power, to diminish the beneficial operation of the Act. They get, indeed, a judicial reprimand. As administered by the Board of Inland Revenue, said Lord MACNAGHTEN, the Act loses half its virtue. But it would have been more satisfac-

tory had the House of Lords held that the regulations of the Board could not interfere with the statute.

Costs of Particulars of Objections in Actions for Infringement of Patent.

ATTENTION HAS been frequently called, in these columns and elsewhere, to the hardship which was entailed on defendants in actions for infringement of patents which were discontinued by the plaintiff without leave being necessary, or which were abandoned by the plaintiff when called on for trial. The hardship consisted in this, that in neither case could the defendant obtain a Certificate that his Particulars of Objections were reasonable and proper, and so under section 29 (6) of the Act of 1883 he could not get the costs thereof. This hardship was supposed to have been done away with by the Patents and Designs Act of 1907, which repealed section 29 of the Act of 1883, as from the time when Rules of the Supreme Court were made regulating the matters dealt with by that section. Order 53A, made in June 1908, now regulates the delivery of Particulars of Objections in infringement actions, and rule 22 is as follows:—

"On taxation of costs in any action or counterclaim for infringement of patent, or in any petition for revocation of a patent under section 25 of the Act, or in any counterclaim for revocation of a patent under section 32 of the Act, the following provision shall apply, that is to say:—If the action, petition, or counterclaim proceeds to trial on any patent, no costs shall be allowed in respect of any issues raised in the Particulars of Breaches or Particulars of Objections and relating to that patent to the parties delivering the same respectively, except in so far as such Particulars are certified by the Court to have been proven or to have been reasonable and proper without regard to the general costs of the case, but subject as aforesaid the costs of the issues raised by the Particulars of Breaches and the Particulars of Objections shall be in the discretion of the Taxing Master."

The operation of this rule came in question in a recent case before Mr. Justice PHILLIMORE. An infringement action came on for trial; the plaintiff did not appear, so judgment was given for the defendant with costs. The defendant applied for a Certificate as to his Particulars of Objections, but the judge refused to give a certificate. He said that the action had proceeded to trial, but he could not certify because he did not know whether the Particulars were good or bad. If this decision is right, the old hardship remains intact as regards an action which a plaintiff abandons; but we venture to doubt whether the decision is right. "Proceeds to trial" in the rule, seems to us to mean proceeds to trial effectively, and we cannot think that an action has proceeded to trial in the facts of the case now under notice. In an earlier case, where the plaintiff, on the action being called on for trial, submitted to judgment, WARRINGTON, J., held that the action had not proceeded to trial within rule 22. Supposing the judge had held in the case now under notice that the action had not proceeded to trial, then the costs of the issues raised by the Particulars of Objections would, under the rule, have been in the discretion of the Taxing Master. Would the Taxing Master have allowed the defendant the costs thereof? He might say that he had no materials before him on which to decide whether the Particulars were good or bad, but in our opinion he ought to treat the Particulars of Objections as *ex facie* good, because, where a plaintiff discontinues an infringement action, or abandons it when called on for trial, he admits that he cannot meet the defendant's case, and so admits that the defendant's objections to the patent are well founded.

Is Tobacco "a Drug"?

IN A recent case in the Canadian courts, a druggist was prosecuted for selling a cigar under the Lord's Day Act, which is similar to the Sunday Observance Act in force in this country. The judge, after hearing testimony from several physicians that tobacco generally, and a cigar particularly, was frequently prescribed by them for certain diseases, decided that the druggist had not broken the law. On the evidence he found that tobacco was clearly a drug, frequently prescribed by physicians in the form of a smoke, and therefore conviction on the ground that tobacco was not a drug was wrong. If it could be shewn that a cigar was sold by a druggist, not as a drug, but for the pleasure of a smoke only, he thought that it would be an offence under the Lord's Day Act. But it was the duty of the Crown to

prove this. There was no duty, the learned judge thought, imposed upon the druggist to inquire for what purpose the cigar was sold, any more than on the sale of any other drug. Readers of "Robinson Crusoe" will remember that the unfortunate recluse, when attacked by fever and ague on his solitary island, derived some benefit from the use of tobacco as a medicine. But the ruling of the Canadian judge seems to suggest an easy evasion of the laws regulating the sale of intoxicating liquors.

The Copyright Bill.

THE changes in the law proposed to be made by the enactment of the new Copyright Bill have been a good deal discussed in the daily press lately. The Bill itself has now been issued, more for the purpose of evoking criticism than with any prospect of immediately being pressed forward. The first point that invites criticism is the difficulty of separating the old and the new in the Bill, which is one "to amend and consolidate the law relating to copyright." Primarily the Bill is a consolidation, as is shown by a glance at the Second Schedule, disclosing a list of twenty-two Acts, or parts of Acts, repealed. The ordinary practice with respect to consolidating Bills has in the present instance been departed from, and the provisions of repealed enactments are not referred to by way of marginal notes placed against the corresponding re-enacting provision of the new Bill. This renders the work of picking out the new material from what is merely consolidation very much more troublesome than it need have been. Frequently, too, the drafting is so different as to make it necessary to compare the old and new enactment very carefully in order to be sure that nothing new has been introduced into what purports to be consolidation of existing statute law.

Clause 8 affords an illustration of complete re-drafting, and is an immense improvement on section 26 of the Copyright Act, 1842, which it replaces. Clause 8 runs: "An action in respect of infringement of copyright shall not be commenced after the expiration of twelve months next after the infringement." The repealed section extends to six or eight times the length of the new clause, and contains a reference to books delivered to public libraries which it has been thought unnecessary to reproduce. Clause 20 reproduces in a more intelligible form the confused provisions of section 18 of the Act of 1842 relating to encyclopædias, &c., though with amendment, fifty years being substituted for twenty-eight years. But the repealed section is so difficult to construe that it is impossible to say positively that the new clause does reproduce it. It is very possible that the Bill may turn out to have more new matter in it than is supposed, and nothing but a minute comparison, word by word, of the Bill and the repealed enactments can establish the identity or difference of the two. The two main changes proposed to be effected are well known. The definition of copyright matter is to be widely extended, so as to include even architecture, and the term of protection is to be made the author's life and fifty years after. Clause 21 appears to be new, and provides that "an article, not being a tale or serial story, first published in a newspaper, may be reproduced in another newspaper if notice expressly forbidding reproduction is not published in some conspicuous part of the newspaper in which it is so first published, and if the source from which it is taken is acknowledged in such other newspaper."

Among the obviously new matter are to be found many provisions and incidental enactments relating to the overseas dominions. Clause 26 will enable "the Legislature of any self-governing dominion" to repeal any Imperial statute relating to copyright. At present those Imperial enactments that do extend to the overseas dominions cannot be repealed except by the Parliament of the United Kingdom. "Self-governing dominion" is defined as meaning the Dominion of Canada, the Commonwealth of Australia, the Dominion of New Zealand, the Union of South Africa, and Newfoundland. Hence the separate Australian states, though generally classed as self-governing dominions, will not be competent to repeal Imperial copyright legislation, and they are placed on the same level as the Canadian provinces (which are not

really self-governing). The Copyright Act passed by the Commonwealth of Australia in 1905 has, however, had the effect of enabling Australia to be dealt with as a whole in copyright matters. Incidentally, the Empire is by implication divided into four parts, though whether any part of India is included in any one of these is not clear. Clauses 25-28 speak of "self-governing dominions," "British possessions," "territories under His Majesty's protection," and "Cyprus." A distinction is also drawn between "His Majesty's dominions" and "territories under his protection," including Cyprus. Many of the African so-called protectorates are now administered directly by the Colonial Office, and not dealt with by the Foreign Office, as protected foreign territories. It will be interesting to see whether the Colonial Office will consider it necessary to "extend" the Copyright Act, 1910 (should it become law), to these protectorates by Order in Council (clause 28), or whether the Act will be considered to apply to them as "British possessions," and part of the King's dominions. By clause 25 the Act "shall extend throughout His Majesty's dominions," the case of self-governing dominions being expressly provided for.

It is probable that the reduction of the tangle of Copyright Acts to one better drafted statute will raise other difficulties of quite a different kind from those that have been caused by the Acts to be repealed. In fact, no legislation by the United Kingdom for the whole Empire can be effected, without great trouble and uncertainty as to the result, until the relations of the constituent territories of the Empire are placed on a more clearly defined footing, juridically and politically.

Special Applications to Register Trade-marks.

THE provisions of section 9 (5) of the Trade-Marks Act, 1905, have come repeatedly before the courts, and one important question thereon cropped up recently to which attention ought to be called. Section 9 provides that "A registrable trade-mark must contain or consist of at least one of the following essential particulars." Paragraphs 1 to 4 state certain essential particulars, and paragraph 5 is: "Any other distinctive mark, but a name, signature, or word or words other than such as fall within the descriptions in the above paragraphs (1), (2), (3) and (4) shall not, except by Order of the Board of Trade or the Court, be deemed a distinctive mark." The section also provides that: "For the purposes of this section 'distinctive' shall mean adapted to distinguish the goods of the proprietor of the trade-mark from those of other persons." When an application is made to register a word under paragraph 5, it is termed a special application, and rules 35 to 41 of the Trade-Mark Rules, 1906, provide the procedure on such applications. Rule 39 provides in effect that, after certain preliminaries have been gone through, the Board of Trade, after hearing the applicant and the Registrar, shall make an order determining whether and subject to what conditions, amendments, or modifications, if any, the application is to be accepted, or may require the applicant to apply to the court and limit a time for that purpose.

Rule 41 is as follows: "If the application is accepted either by the Board of Trade or the Court it shall be advertised and proceedings thereafter shall be had in respect of it as if it had been accepted by the Registrar in the ordinary course." The important question above alluded to is, what ought to be the form of the Order of the Board of Trade or Court on a special application? It is perfectly clear that a word cannot be placed on the register under section 9 (5) unless there is an order of the Board of Trade or the Court that it is to be "deemed a distinctive mark," and that it cannot be deemed "distinctive" unless it is "adapted to distinguish." In the first reported case on the subject (24 R. P. C. 436) the application, which was to register "Apollinaris," had been referred to the Court. KEKEWICH, J., made a declaration that the word "Apollinaris" ought to be deemed a distinctive mark within the meaning of section 9 of the Act. In the "*Oswego*" case (25 R. P. C. 802)

the applicants had been referred to the Court, and WARRINGTON, J., made an order declaring that "Oswego" ought to be deemed a distinctive mark. He said that he followed the words of the section, but did not declare that the mark ought to be registered. In the "*Perfection*" case (26 R. P. C. 561) the Board of Trade made an order that the board "do by this Order determine that the Registrar of Trade-marks do proceed with the registration of the said trade-mark." The mark was then advertised and an opposition was lodged which was successful. The opposition proceedings, after being dealt with by the Registrar, came before SWINFEN EADY, J., and the Court of Appeal. Before SWINFEN EADY, J., it was at first contended for the applicants that the Order of the Board of Trade directing the Registrar to proceed was conclusive that the word in question was "adapted to distinguish," but that point was formally abandoned during the hearing. There was obviously nothing in the point, since the Order was made *ex parte*, and only upon evidence filed by the applicants which was not and could not be answered, and which, as transpired subsequently, was open to considerable objection. The order could not therefore operate to prevent or even prejudice an opponent, after the mark was advertised, coming forward to oppose on any ground otherwise open to him: see *per* MOULTON, L.J., 27 R. P. C., at p. 859.

The next case to which we should refer is that of the *California Fig Syrup Co.*'s application to register "California Syrup of Figs." Here also the applicants were referred to the Court. WARRINGTON, J., held (26 R. P. C. 436) that it was not a case in which, upon the construction of the Act, a judge ought to say that the words were adapted to distinguish, and he refused the application. The applicants appealed. The Court of Appeal overruled the decision of the court below, and directed that the application should proceed (26 R. P. C. 846). MOULTON, L.J., said that the evidence was ample to establish a *prima facie* case of the words being identified by long user with the goods of the applicants, and the Master of the Rolls said: "This has been for many years a widely-known proprietary medicine. The name has been recognized in litigation as a trade-mark. In these circumstances I think it would be wrong to preclude the applicants from endeavouring to obtain registration. It is not for us to say at this stage that the mark ought to be registered as being distinctive. That is a matter for the next stage, when opponents can be heard, and when every objection, including section 11, may be raised."

In the next case on the subject, a special application had been made by a Swedish company to register the word "Primus" for stoves. The applicants were referred by the Board of Trade to the Court. The application came before SWINFEN EADY, J., who held that the application ought to proceed (27 R. P. C. 461). A long discussion then took place as to the proper form of the Order. Counsel for the Registrar said the law officers had had the matter under consideration, and had suggested the following: "The Board of Trade (or the Court) being of opinion that, on the evidence before them, the mark ought to be deemed a distinctive mark within section 1, sub-section 5, of the Act, directs that the application be accepted and the Registrar proceed." The learned judge expressed his opinion that this form went too far, and that the proper order to make was that the court directs that the application be accepted, but he said that such an Order would not be an Order that the word in question was to be deemed a distinctive mark, although such an Order would have to be obtained before registration. So that in his view there would have to be two Orders before registration, one that the application be accepted, which would bring the matter within rule 41, and subsequently an Order that the word is to be deemed a distinctive mark. In support of this he relied on the above quoted language of the Master of the Rolls in the *California Fig Syrup Co.*'s case.

It does not, however, appear to have been present to the mind of the Master of the Rolls that in a case of this kind there might never be a "next stage," i.e., that the case might never come a second time before the Court or the Board of Trade. Suppose a special application is directed to be accepted. Then it will be advertised, and anyone may come in and oppose within a

certain time; but suppose no one opposes, or the opposition, if there is one, is decided in favour of the applicant, then section 16 comes into play, which provides that under these circumstances "the Registrar shall, unless the Board of Trade otherwise directs, register the said trade-mark." So that in these events the application (even if it came before the Court on an opposition) cannot come back to the Court, and it would only come back to the Board of Trade on an application that the Board may be pleased not to "otherwise direct" under the section on the ground that the mark is to be deemed a distinctive mark. The latest case on the subject is the special application by the *Itala Fabbrica di Automobili* to register the word "Itala" as a trade-mark. This was referred to the Court and came before PARKER, J. (27 R. P. C. 493). He held that it was a case in which the Registrar ought to be enabled to proceed. A discussion took place on the form of the Order, in which the decision of SWINFEN EADY, J., was referred to. Ultimately PARKER, J., said that the proper form of Order was to declare that, for the purpose of the application to the Registrar of Trade-Marks, the mark applied for is to be deemed a distinctive mark, and to order the Registrar to accept and proceed with the same accordingly. The Order was drawn up in that form (27 R. P. C. 497).

It appears to us that PARKER, J., was correct in the view that he took and that the Order he made was right in form. It conforms with what was done by KEKEWICH, J., in the "*Apolinaris*" case and by WARRINGTON, J., in the "*Oswego*" case, but differs from the view taken by SWINFEN EADY, J., as above mentioned, which we think was erroneous. As we have stated, he relied on what was said by the Master of the Rolls in the "*California*" case. But what the Master of the Rolls said was that it was not for the Court to say at the first stage that the mark ought to be registered as being distinctive, which is right. He did not say that it ought not to be deemed distinctive for the purposes of the acceptance of the application to proceed.

Reviews.

Liability of Employers.

THE COMMON LAW AND STATUTORY DUTY AND LIABILITY OF EMPLOYERS. By WALWORTH HOWLAND ROBERTS, a Judge of County Courts, and GEORGE WALLACE, Barrister-at-Law. FOURTH EDITION. By the Authors and ARTHUR HARRINGTON GRAHAM, Barrister-at-Law. Butterworth & Co.

This is a substantial volume of more than 1,200 pages treating the subject with which it deals in an ordered and methodical manner. The authors have indeed included a good deal more matter than one would expect to find in a book professedly devoted only to the law relating to employers. Their aim has been "to explain exhaustively and in due sequence the principles of all the liabilities of an employer for injuries to person or property." We think the ground here endeavoured to be covered is too wide, and that the liabilities of an employer should have been more closely restricted to those that concern him as an employer only. A large number of cases of tort are treated of by the authors which really are not distinguishable from other cases of tort where there is no question of employment. The present work comes in this way to be mainly a fragment of the law of torts broken off along rather a haphazard line of cleavage. Thus, for instance, the doctrine of contributory negligence has no special connection with the law relating to employers—see p. 437 *et seq.* The case of *Waite v. North-Eastern Railway Co.* (cited p. 447) seems particularly far afield from the proper subject-matter of the book, and the opportunity might well have been taken of pointing out the true ground of the decision, viz., as Cockburn, C.J., said, that there was not "that negligence on the part of the defendants which is necessary to support the action." We venture to think, also, that in the case of an ordered treatise a more scientific division of the subject-matter should have been adopted than that which appears on p. 3, where "all duties other than statutory" are said to be either "prescribed by contract" or "imposed by common law." In spite of points like these that invite criticism the practitioner will find the book useful enough for ordinary purposes. The table of cases, indeed, might be improved by inserting a reference to every contemporary report, instead of merely stating those reports to which reference is not made in the text.

Correspondence.

Wrongful Payment Out of Court.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In your note of August 6th upon this case it seems to be assumed that the words of the common form pedigree affidavit—"There was [?] were] issue of the marriage three children and no more"—mean or imply that the only issue of the marriage were the three children.

This construction is, I believe, novel, unfounded and ungrammatical. The old Chancery forms may be crabbed and pedantic, but I have always found them exact and carefully framed, and it does seem to me impossible to construe the sentence as meaning anything but that there were three children and no more who were issue of the marriage.

The existence of more remote issue than children is neither negated nor intended to be negated. When this is intended the form is equally well known and quite different.

The fact seems to be that case law (and especially the law governing the construction of wills) changes as years go on, and that a decision which was correct twenty years ago may be erroneous at the present time. If this fact is borne in mind I think the absurdity of calling on the Treasury to make good every fund which has been distributed in accordance with law contemporary with the distribution, but erroneous at the present time, becomes apparent.

SENEX.

CASES OF LAST SITTINGS. Court of Appeal.

MORRIS & CO. v. RYLE. No. 1. 27th and 28th July.

CONTRACT—RESTRAINT OF TRADE—COVENANT NOT TO HAVE ANY DEALINGS WITH SPECIFIED PERSONS FOR A FIXED PERIOD.

By an agreement the defendant was to act as traveller to the plaintiffs, who were hop merchants, and to solicit orders and collect moneys on their account to and from persons mentioned in a certain book of instructions, which contained the names of several customers in various townes, all of which were situate in Yorkshire or Lancashire. In addition to the customers with whom he started, certain others might be added, and some were added. The defendant was prohibited by the agreement from calling upon anyone other than the persons named in the book without written instructions. The agreement also contained a clause prohibiting the defendant from directly or indirectly selling or offering for sale, or being interested or concerned in the sale or soliciting orders for, any goods or marketable commodity whatsoever, from or calling upon, or having or being interested or concerned in any business dealings or transactions with any brewers' customers or persons from whom he might have obtained or solicited orders or upon whom he might have called whilst in the employment of the plaintiffs. This restriction was to be binding on the defendant for five years from the determination of his service, which was determinable by one month's notice. The defendant left the plaintiffs' service, and shortly afterwards gave them notice that he was travelling in malt in the district covered by the agreement, and had called upon and solicited orders for malt from persons who were formerly his customers when travelling for the plaintiffs.

Held, that the covenant could not be enforced against the defendant as being wider than was necessary to afford the plaintiffs reasonable protection. The injunction granted on the trial of the motion discharged.

Decision of Swinfen Eady, J. (reported, ante, p. 721), reversed.

Appeal by the defendant from an order of Swinfen Eady, J., granting the plaintiffs an injunction restraining the defendant, who till recently had travelled for them, from directly or indirectly having any business dealings with certain customers of theirs, under circumstances fully set out in the report of the hearing of the motion (ante, p. 721), and sufficiently indicated in the headnote to this report. At the close of the arguments,

VAUGHAN WILLIAMS and FLETCHER MOULTON, L.JJ., gave judgment allowing the appeal, being of opinion that the covenant was unreasonable and unenforceable as being wider than was necessary to protect the employers' interest.

BUCKLEY, L.J., in his judgment, said that three parties were interested in the construction which the court would put upon this covenant—the public, the covenantor, and the covenantee. The covenant, in order to be enforceable, must not be greater in scope than was reasonably necessary for the protection of the employers' business—that is to say, not greater than the interest of the employer required and the interest of the public did not forbid. In the present case the restriction was unlimited with regard to the commodity—"any goods or marketable commodity"—and the defendant was prohibited from "calling upon or having or being interested or concerned in any business dealings or transactions with," not merely "any brewers' customers or persons from whom he might have obtained or solicited orders, but upon whom he

might have called whilst in the employ of the plaintiffs." It was argued by the plaintiffs' counsel that there was still a large field of freedom allowed the defendant, and that the restriction from selling any goods or commodities whatever was limited to a very small class. They said that the restriction was necessary in their interests, because if once the defendant called upon their old customers in malt or other commodities the result might well be, and probably would be, that some of the plaintiffs' trade would be diverted. In his lordship's opinion that argument was fallacious. The question was not how much "freedom" was left the defendant, but whether the restraint desired to be imposed on him was necessary for the protection of the employers' business. He agreed that the injunction granted should be discharged, and judgment on the motion entered for the defendant, with the costs of the motion and of the appeal. Order accordingly.—COUNSEL, C. E. E. Jenkins, K.C., and T. J. C. Tomlin, for the defendant; Upjohn, K.C., the Hon. Frank Russell, K.C., and F. Luxmoore, for the plaintiffs. SOLICITORS, Pritchard, Englefield, & Co.; Routh, Stacey, & Castle.

[Reported by ERSKINE REID, Barrister-at-Law.]

DENABY AND CADEBY MAIN COLLIERIES (LIM.) v. ANSON.

No. 1. 14th, 15th, and 16th June; 28th July.

HARBOUR—PORTLAND, PORT OF—MOORING COAL HULK IN HARBOUR—OBSTRUCTION TO NAVIGATION—PERMISSION OF HARBOUR-MASTER—GENERAL REGULATIONS—DOCKYARD PORTS REGULATION ACT, 1865 (28 & 29 VICT. C. 125).

The plaintiffs claimed an injunction to restrain the defendant, captain and harbour-master of the Port of Portland, from seizing or trespassing upon the plaintiffs' ship, *The Persia*, lying in Portland Harbour, or from removing it therefrom.

Held, affirming the decision of A. T. Lawrence, J. (26 T. L. R. 310), that the defendant was entitled to remove *The Persia*, as being an obstruction, under the powers conferred on him by the Dockyard Ports Regulation Act, 1865, and an Order in Council of February, 1903.

Appeal by the plaintiff colliery company from a decision of A. T. Lawrence, J., sitting without a jury. The company claimed an injunction to restrain the defendant captain, C. E. Anson, captain and master of Portland Harbour, from seizing or trespassing upon their steamship *The Persia*, lying in Portland Harbour, or from removing her therefrom. The defendant said that the plaintiffs intended permanently to moor *The Persia*, which they had fitted up as a coaling depot, with all the most up-to-date appliances for speedily coaling vessels at any time of the day or night, and he claimed the right to remove it as an obstruction under powers conferred on him by the Dockyard Ports Regulation Act, 1865, and an Order in Council of February, 1903. He also alleged that the property in the bed of the harbour was in the Crown, and contended that the plaintiffs were trespassers. A. T. Lawrence, J., decided against the plaintiffs. The title to the soil of the port of Portland, which, prior to 1847, was part of the open sea, had become vested in the Crown as an Admiralty harbour, subject only to the public right of and incidental to navigation over it. The right of navigation was a right of passage, with rights of stopping, anchoring, and the like for purposes incidental to passage to and fro. A member of the public had therefore no right to moor a floating hulk or coal depot within such port except with permission of the port authority for the purpose of bunkering ships with coal. The company appealed.

THE COURT reserved judgment.

VAUGHAN WILLIAMS, L.J., read a judgment, in the course of which he said he had come to the conclusion that the plaintiffs were only entitled to keep *The Persia*, or any other ship, in the harbour subject to the rules and regulations. The keeping of *The Persia* there without permission of the harbour authorities was a breach of those regulations, and on that ground alone the action could properly have been dismissed. But the case would probably go higher, and for that reason he would deal with the points raised by the pleadings more at length. Last year the plaintiffs threatened to moor *The Persia* permanently as a coal hulk without permission, and the harbour master ordered her to be removed as an obstruction to the navigation. It was said that the harbour-master in so doing had obstructed the plaintiffs in the exercise of a public right. Portland was a mere harbour of refuge. It was impossible that the Dockyard Regulation Act, 1865, and the Order in Council of February, 1903, could be held to support such a contention. It was an Admiralty harbour in respect of which merchant and private vessels had a right of entry and mooring. All such vessels, however, were subject to the regulations made from time to time by Orders in Council. He took it that the harbour-master could not make a special order that no ship belonging to a particular owner should be allowed to enter the harbour and moor there, but all ships entering would have to obey the specific directions of the harbour-master. He did not quite know what "permanently moored" meant. A. T. Lawrence, J., had found that before the arrival of *The Persia* there were ten coaling hulks for the use of merchant ships permanently moored within the merchant shipping anchorage by permission of the harbour-master. If "permanently moored" meant that the coal hulks were really there subject to the general regulations, it followed that such vessels were not exercising a public right, but were only enjoying a privilege. No such special privilege had been granted to the owners of *The Persia*, and he thought it must, as found by A. T. Lawrence, J., be accepted that there was no evidence to show that the ten coal hulks already in the harbour were not sufficient to meet the requirements of the port. It might be that the Crown granted these privileges through the agency of their officer, but the court

had not in the present case to decide what was the basis of those privileges. He also accepted the finding of A. T. Lawrence, J., that the addition of *The Persia* to the ten existing coal hulks would unduly impede the purposes for which the harbour existed. The evidence of the harbour-master supported that conclusion, and he thought, *prima facie*, that the decision of the harbour-master should be regarded as conclusive in such a matter. The Solicitor-General did not deny that merchant and other private vessels were now excluded from a portion of the harbour defined as an anchorage within which, subject to the directions of the harbour-master, such vessels might anchor, but his lordship did not think that if a vessel did enter that part of the harbour it could be indicted for trespass. It was sufficient that the plaintiffs so conducted themselves in respect of the presence of *The Persia* in the harbour that the harbour-master was entitled to remove her under the Order in Council of February, 1903. The appeal should therefore be dismissed.

FLETCHER MOULTON, L.J., concurred. The right which the plaintiffs sought was one of navigation. But a ship permanently moored was not being navigated, and therefore the plaintiffs' claim could not be supported in law on that ground. The plaintiffs were not philanthropists or engaged in philanthropic work, but were seeking to make a profit. The argument that *The Persia* was there in the public interest was ridiculous. If the plaintiffs established the right they claimed, then it would be open to any small shopkeeper to establish a right of property in public land, and a man might put up a tobacco kiosk opposite the Mansion House.

BUCKLEY, L.J., read a judgment to the same effect, and the appeal was dismissed, with costs.—COUNSEL, *Leslie Scott, K.C., Greer, and Courthope-Wilson*, for the plaintiffs; *Sir Rufus Isaacs, S.G., and B. A. Cohen*, for the defendant. SOLICITORS, *Lightbound, Owen, & Co.; The Treasury Solicitor*.

[Reported by ERKINS REID, Barrister-at-Law.]

High Court—Chancery Division.

Re TREVANION, TREVANION v. LENNOX. Joyce, J.
20th and 21st July.

WILL—CONSTRUCTION—ESTATE TAIL IN POSSESSION—CUTTING-DOWN CLAUSE—DISENTAILING DEED—ACCUMULATIONS—PERSONS WHO "SHALL BE ENTITLED TO POSSESSION AND ENJOYMENT"—"UNDER THE TRUSTS AND LIMITATIONS OF THIS MY WILL."

A testator left his residuary real estate to trustees in strict settlement, with an accumulation clause before the first estate tail for the benefit of the person or persons who should at the expiration of a period be entitled under the trusts and limitations of his will to the possession and enjoyment of the real estate thereby devised. On the vesting of the first estate tail in the plaintiff (but before the period had expired), the plaintiff barred the entail.

Held, that the interest of the trustees was merely in the nature of a charge; that the plaintiff was, ever since his estate tail vested, in possession and enjoyment under the will; that, therefore, even if the disentailing deed had not put an end to the trust for accumulation, the plaintiff and his heirs and assigns were now the only persons who could become entitled to the accumulations; and that, therefore, the plaintiff was entitled to enter into possession and receive the income of the property.

Hugh Charles Trevanion, by his will dated the 30th of August, 1905, among other dispositions devised and bequeathed his freehold property, and (so far as he was able) the rest of his residuary real and personal estate, to trustees upon trust for the benefit of his wife, Lady Frances Trevanion, for her life, with remainder to the first and every other son of his son Hugh Arundell Trevanion successively in tail male. And, besides suspending the vesting of the estate or interest of any such son for a period which in fact expired in December, 1909, he added a clause of which the effect was that none of the children of Hugh Arundell Trevanion and his wife Florence Eva should be entitled to receive any of the rents or income of the residuary estate or investments until the death of Florence Eva Trevanion or the expiration of a period of twenty-one years from the testator's death (whichever should first happen); but the trustees should until then accumulate and invest such rents and income, and hold the rents, income, investments and accumulations upon trust for the person or persons who should then, under the trusts and limitations of his will, be entitled to the possession and enjoyment of the real and personal estate thereby devised and bequeathed. The testator died in 1901, and his widow, Lady Frances, in 1903. Hugh Arundell Trevanion, his wife Florence Eva, and their three sons were all living at the date of the action. The plaintiff was the eldest son, Hugh Eric Trevanion. He executed a disentailing assurance in December, 1909, when the first estate tail vested in him. He then took out an originating summons to determine (*inter alia*) whether he was now absolutely entitled to the residuary real and personal estate of the testator and the investments and accumulations, freed from all liability to further accumulation. The summons was heard on the 14th of April, and reheard on the 20th and 21st of July, to enable the second son (who was abroad) of Hugh Arundell Trevanion to be separately represented. The arguments turned chiefly upon the nature of the interest of the trustees under the accumulation clause, the effect of the disentailing assurance upon this interest, and the destination, in the events which

had happened, of the accumulations so far made, and (if the accumulation clause was still operative) to be thereafter made.

JOYCE, J., in the course of his judgment, said: Under the limitations of this will, on the death of the widow of the testator, Lady Frances, the plaintiff became the legal tenant in tail in possession. Now, whatever the interest given to the trustees by the proviso, it is not in any sense, in my opinion, an estate prior to the estate tail. It is only annexed by a proviso cutting down the estate tail, and is not in any sense an essential part of the gift of the estate tail to the applicant; the result being that the plaintiff was, prior to the disentailing deed, tenant in tail in possession subject to the proviso—whatever the effect of the proviso may be. If I am right in this, and there is no estate in the trustees prior to the estate tail, and only a cutting-down or subtraction from it, it is quite clear that the tenant in tail had power to bar the entail. Now, I am not sure that this is a defeasance clause. Perhaps it is. But it seems to me that it is a charge, or in the nature of a charge, on the estate tail; and, admitting for the sake of argument that the interest of the trustees is in the nature of a charge and is good, the question is for whose benefit the charge exists. Now, before the disentailing deed the applicant was in possession and enjoyment of the estate tail, subject to this clause, under the limitations of the will. In my opinion he is still in possession and enjoyment under the limitations of the will, notwithstanding the disentailing deed: *Lord Lilford v. Attorney-General* (1867, 15 W. R., at p. 596, 2 L. R. H. L., at p. 70). And, that being so, the present applicant, his heirs or assigns, will be entitled under the limitations of the will when the events happen; and not only so, but no one else can become entitled under the limitations of the will. That being so, no trust for accumulation of any part against the owner in fee simple can be enforced; and even if the accumulations be good, he is absolutely entitled to them—*Gosling v. Gosling* (1859, Johns. 265). It appears to me that this plaintiff is entitled to the possession and enjoyment of the estates under the limitations of the will, and no one else can be, except perhaps his heirs and assigns; and therefore he is, in my opinion, entitled to enter in possession and to receive the rents and profits for himself.—COUNSEL, *Hughes, K.C., and Bradley Dyne*; *Bryan Farrer*; *K. J. Muir Mackenzie*; *L. W. Byrne*; *Upjohn, K.C., and Sargent*. SOLICITORS, *Mackrell, Maton, Godlee, & Quincey*; *Farrer & Co.*; *Walker, Martineau, & Co.*; *Budd, Brodie, & Hart*.

[Reported by H. F. CHETLE, Barrister-at-Law.]

Re BRITISH POWER TRACTION AND LIGHTING CO. (LIM.). HALIFAX JOINT STOCK BANKING CO. (LIM.) v. THE COMPANY. Swinfen Eady, J. 19th July.

COMPANY—DEBENTURE-HOLDER'S ACTION—RECEIVER AND MANAGER—BOND—DEFAULT—LIABILITY OF SURETIES—RIGHTS OF TRADE CREDITORS.

Persons with whom a receiver and manager has dealings, and in whose favour he incurs liabilities, acquire no greater rights against the estate being managed than the receiver and manager himself has against such estate. A receiver and manager would only be entitled to be indemnified out of the estate in respect of trade liabilities which he had incurred and satisfied subject to his first paying all sums due from himself to the estate. The trade creditors therefore have no higher right by way of subrogation to the right of the receiver and manager to indemnity. Consequently the trade creditors can only claim to have their debts paid out of the estate subject to deduction of any sum which remains due to the estate from the receiver and manager. Furthermore, even though the sureties to the bond entered into by the receiver and manager submit to be treated as though an action had been brought to enforce their bond in respect of the sum remaining due to the estate from the receiver and manager, yet if (as in this case) the object of such submission is only to shorten the proceedings and not to alter the rights of the parties, the trade creditors will not be thereby enabled to recover from the sureties the sum retained by the receiver and manager. Therefore, the loss of such sum will fall finally upon the creditors.

This was a case of considerable complexity in spite of the simplicity of the facts, which were shortly as follows: A receiver and manager was appointed in a debenture-holder's action and he gave security in the usual way. As receiver and manager he received certain moneys and incurred certain liabilities. The plaintiffs were certain of the trade creditors in whose favour the liabilities were incurred, and these liabilities remained unsatisfied. Had the receiver satisfied all the trade liabilities which he had incurred and paid over all sums due from him to the estate, he would have been entitled to be indemnified out of the estate in respect of trade liabilities which he had properly incurred to the amount of £979 9s., as certified by the registrar. In fact, however, in addition to the trade liabilities remaining unpaid there was a sum of £489 6s. 2d. due on his cash account from the receiver, and he had not paid that or any other sum into court as ordered. In substance, the creditors were now asking to be paid the full £979 9s., to which the receiver would have been entitled had he fulfilled all his obligations without any deduction for the £489 6s. 2d. which he retained, and that this latter sum should be made good by the sureties to his bond. In form the summons asked that a certificate should issue finding the sum of £489 6s. 2d. due from the receiver and manager and that the sureties to his bond were liable to make it good. The proceedings were taken in this form in consequence of an order made on the further consideration of the debenture-holder's action by which, the sureties having submitted to the jurisdiction of the court in that action as fully as if an action to enforce their bond had been brought, it was

ordered that the indemnity creditors be at liberty, at their own risk as to costs, to take such proceedings in the action for the purpose of enforcing the liability (if any) of the sureties as they might be advised.

SWINFEN EADY, J., in the course of his judgment, said that, although as the case was first put he inclined to the contrary view, in whatever way the facts were turned he was now clearly of opinion that the contention of Mr. Younger was correct, and that the loss must fall on the trade creditors and not on the sureties. The trade creditors were creditors of the receiver and manager, it was to him that they gave credit, and their right was to sue him. He would have no answer to an action by them. Could they through him claim against the fund in court out of which the receiver was entitled to his indemnity? The receiver had £489 6s. 2d in his hands, and if he asked to be indemnified he would be told to pay first the sum in his hands. That was the true position, and the creditors of the receiver had no higher rights. In his lordship's opinion the true meaning and object of the order on further consideration on which this summons was issued was only to enable this point to be tried in a summary way and not to alter the rights of the parties or put the plaintiffs in any better position. Even if, as Mr. Cave argued, its effect was to put the plaintiffs in the position of the master suing on the bond, the substance would have to be regarded, and there would be no object in paying into court a sum which, directly its amount was determined, would have at once to be paid back. In his lordship's opinion, therefore, the persons to bear the loss arising through the default of the receiver were the persons who gave him credit; that is, the trade creditors. Therefore the summons failed.—COUNSEL, for the trade creditors, *Cave, K.C.*, and *J. H. Layton*; for the sureties, *Younger, K.C.*, and *Coxen-Hardy*; for the debenture holders, *Hon. Frank Russell, K.C.*, and *Whinney*. SOLICITORS, *Tippetts, House & Roke, Smiles & Co.*

[Reported by PERCY T. CARDEN, Barrister-at-Law.]

High Court—King's Bench Division.

REX v. ROWLANDS. Ex parte BEASLEY. Div. Court. 26th July.

LOCAL GOVERNMENT—URBAN DISTRICT COUNCIL—NEWLY-ELECTED COUNCIL—ELECTION OF CHAIRMAN—RIGHT OF FORMER CHAIRMAN TO PRESIDE.

The right to act as a chairman of a district council meeting depends upon membership of the council. Therefore, the chairman of a retiring council ceases to be chairman of the council when it goes out of office, and cannot act as chairman of the newly-elected council in virtue of his former office, unless he is duly elected chairman by the members of the new council.

This was a rule nisi calling upon Mr. Rowlands to shew cause why a writ *quo warranto* should not issue against him to shew by what authority he exercised the office of chairman of the North Bromsgrove Urban District Council. On the 15th of April, 1910, all the members of the North Bromsgrove Urban District Council went out of office, in pursuance of an order of the Worcestershire County Council, made under section 23 of the Local Government Act, 1894. On the 19th of April, 1910, the newly-elected council held its first meeting. It was then found that it was impossible to select a chairman, inasmuch as the members present, twelve in number, were equally divided, neither side being willing to give way. Thereupon a Mr. James, one of the newly-elected members, who had been chairman of the previous council, offered to act as chairman of the meeting in order that a chairman of the council for the ensuing year might be elected. This was objected to, but the clerk advised Mr. James that he was in order in so doing so long as he was not himself a candidate for the chair. Mr. James then took the chair, and proposed Mr. Rowlands as chairman of the council. The voting was found to be equally divided, and Mr. James gave a casting vote in favour of Mr. Rowlands. The present proceedings were instituted to test the validity of Mr. Rowlands' election. In shewing cause against the rule it was argued that as Mr. James was elected on the 4th of May, 1909, and the meeting in question took place on the 19th of April, 1910, a year had not elapsed since his appointment, and since the election was for the period of a year, by virtue of the Public Health Act, 1875, Schedule I., r. 3, and the Local Government Act, 1894, s. 59 (1), Mr. James was still chairman of the council, although the constitution of the council might have changed during that year. Mr. James, moreover, would still have been chairman of this meeting, even if he had not been elected to the new council at all. In support of the rule it was contended that, as the meeting was a meeting of a new council, the first duty of the members was to elect a chairman. If the voting was equally divided there was nothing left for the council to do but remain without a chairman for the whole year, unless the Local Government Board should intervene.

LORD ALVERSTONE, C.J., in giving judgment, said that in his opinion the rule must be made absolute. As all the members of the old council went out of office on the 15th of April, 1910, there was *prima facie* no right for anyone to come into the room at all, except those persons who had been elected to the new council. By the Public Health Act, 1875, Schedule I., r. 3, it was enacted that every local board should at its annual meeting appoint one of its number to be chairman for one year at all meetings at which he was present, and rule 5 said that if the chairman was absent from a meeting the members present should

appoint one of their number to act as chairman thereof. It was urged that Mr. James had a right to preside at this meeting, as he had been chairman of the council during the previous year, and if the year referred to in rule 3 were a calendar year or a year of meetings, that contention would be right. But the inherent or implied rights to act as chairman depended upon membership of the council, and if Mr. James had not been elected to the new council he would not, although a calendar year had not elapsed since he took office, have had a right to enter the room at all, unless indeed he had been a chairman elected from outside, under the Local Government Act, 1894, s. 59 (1). It was unfortunate that in the case of a district council there was no statutory provision continuing the chairman in office, like the chairman of a parish council or the mayor of a borough (Local Government Act, 1894, s. 3 (8)), until his successor was appointed, but power could not be given to Mr. James to act, merely because it might be thought it would have been better if he had had such power. In fact, all the powers of the old members ceased when they went out of office on the 15th of April, 1910, and the first act of the new council should have been to elect a chairman of the meeting. Mr. James, although he had behaved very well in the matter, had no power to act as he did, and therefore the rule would be made absolute. This was, however, a miserable dispute, to which encouragement ought not to be given, and therefore there would be no order as to costs.

LAWRANCE and DARLING, J.J., concurred.—COUNSEL, *McCardie*; *Willingby Williams*. SOLICITORS, *H. Percy Becher*, for *Rowlands & Co.*, Birmingham; *Long & Gardiner*, for *G. W. Hobson*, Droitwich.

[Reported by GERALD DODDSON, Barrister-at-Law.]

PRESTED MINERS GAS INDICATING ELECTRIC LAMP CO. (LIM.) v. HENRY GARNER (LIM.). Walton, J. 23rd July.

SALE OF GOODS—VERBAL AGREEMENT—CONTRACT NOT TO BE PERFORMED WITHIN ONE YEAR—STATUTE OF FRAUDS (29 CAR. 2, c. 3), s. 17—SALE OF GOODS ACT, 1893 (56 & 57 VICT. c. 71), s. 4.

Section 4 of the Statute of Frauds is applicable to a contract for the sale of goods.

When a verbal agreement is enforceable by action under section 4 of the Sale of Goods Act, 1893, no action can be brought upon such an agreement unless it is to be performed within the space of one year from the making thereof, under section 4 of the Statute of Frauds.

The plaintiffs claimed a declaration that the defendants should execute a memorandum of agreement in the terms set out on the indorsement of the writ, of which the following were the material terms: (1) The defendants to appoint the plaintiffs sole agents for the sale of H.P. carburettors, made under Huggins and Parker's patents, in consideration of the plaintiffs ordering and taking a minimum of 500 carburettors from the 4th of April, 1910, to the 4th of April, 1911. (2) A minimum of 500 carburettors to be ordered by the plaintiffs per annum; thirty-five to be ordered as from the date of the agreement. (9) If the plaintiffs order a minimum of 500 carburettors from the 4th of April in any one year to the 4th of April in any subsequent year, the plaintiffs to be at liberty to continue the agreement for a further year on giving notice. (12) All carburettors to be paid for by the plaintiffs by bills to be drawn by the defendants upon the plaintiffs, and indorsed by one director of the plaintiff company, such bills to be accepted and indorsed on the 3rd day of the month following delivery of goods and statements, and payable six weeks from that date. Alternatively, the plaintiffs claimed a declaration that an agreement was entered into on the 4th of April, 1910, between the plaintiffs and the defendants, and was binding upon them. The facts of the case were that on the 4th of April, 1910, an interview took place between Mr. Prested, the managing director of the plaintiff company, Mr. Garner, managing director of the defendant company, and their respective solicitors, at which the terms of the proposed agreement were discussed, and certain memoranda were made by the solicitors, from which the agreement was to be prepared. One of the conditions of the agreement was that inquiries should be made as to the financial condition of the plaintiff company, and that Mr. Garner should be satisfied before the agreement was executed. The plaintiffs alleged that such inquiries were in fact made, and the defendants were satisfied with the result, but this was denied by the defendants. The defendants alleged that the question as to what was to happen in the event of the non-payment of the account was also discussed at the interview, but this was denied by the plaintiffs. The agreement was never signed, but deliveries and acceptance of part of the goods took place, and thereafter the plaintiffs commenced the present action. It was contended, on behalf of the defendants, that as the agreement was not to be performed within one year of the making thereof, no action could be brought in respect of it, having regard to section 4 of the Statute of Frauds. It was submitted, on behalf of the plaintiffs, that section 4 of the Statute of Frauds did not apply to a contract for the sale of goods, which was governed exclusively by section 4 of the Sale of Goods Act, 1893, and that as the provisions of that section had been complied with the agreement was enforceable by action.

WALTON, J., in the course of his judgment, said he was satisfied that the contract was repudiated by the defendants on the ground that they thought they were entitled to insist on a condition as to payment. In regard to that, he thought they were wrong, and if the case had rested there the plaintiffs would have been entitled to judgment. The defendants said, however, that there was no contract in writing to satisfy section 4 of the Statute of Frauds. Unlike section 17 of the

same statute, section 4 had not been repealed by section 4 of the Sale of Goods Act, 1893. The defendants said they relied, not upon section 4 of the Sale of Goods Act, but upon section 4 of the Statute of Frauds, and in answer to that the plaintiffs said that section 4 of the Statute of Frauds had no application to a contract for the sale of goods. It was argued on their behalf that, so far as the Statute of Frauds and the requirements of a memorandum in writing were concerned, the matter was governed wholly and exclusively by section 4 of the Sale of Goods Act, formerly section 17 of the Statute of Frauds. They further argued that a case within section 4 of the Sale of Goods Act did not come within section 4 of the Statute of Frauds. The material words of section 4 of the Statute of Frauds were these: " . . . no action shall be brought . . . upon any agreement that is not to be performed within the space of one year from the making thereof." In the present case the agreement was not to be performed within one year of the making thereof within the meaning of section 4 of the Statute of Frauds. No doubt it was an agreement for other things, but it was also an agreement for the sale of goods, and the question was whether section 4 of the Statute of Frauds applied to an agreement for the sale of goods. There was no direct authority on the point, but he thought from text-books of such authority as Smith's Leading Cases and Leake on Contracts it was always assumed that an agreement for the sale of goods might be within section 4 of the Statute of Frauds, and he thought he must so hold. On that ground, therefore, the plaintiffs were not entitled to succeed in the action.—COUNSEL, *Leslie Scott, K.C.*, and *Wing; Bailhache, K.C.*, and *J. B. Matthews*, SOLICITORS, *Coleman & Coleman; Dennison, Horne, & Co.*, for *E. S. Taylor*, Birmingham.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

Bankruptcy Cases.

Re MOSENTHAL. Ex parte MAX. C.A. No. 2. 22nd July.

BANKRUPTCY—FINAL JUDGMENT—BANKRUPTCY NOTICE—JUDGMENT SET ASIDE IN PART—R. S. C. XXVII. 15—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 4, SUB-SECTION 1 (G).

Judgment for £746 was given against the debtor in default of appearance. On application to set the judgment aside, the master ordered the judgment to stand good for £150, and gave leave to defend as to the balance.

Held, that the creditor was entitled to issue a bankruptcy notice for the sum of £150 as due under a final judgment for £746, reduced by the master's order to judgment for £150.

Appeal against a receiving order made by one of the registrars of the High Court. The petitioning creditor had obtained judgment against the bankrupt in default of appearance for £746. The debtor moved under ord. 27, r. 15, to set aside the judgment. Master Chitty ordered that the execution should be stayed upon the judgment if the debtor paid £150 into court within seven days, but that if £150 were not so paid, the judgment should stand good for £150, and that the debtor should have leave to defend as to the balance. The debtor failed to pay the £150, and the petitioning creditor thereupon served a bankruptcy notice upon the debtor, requiring him to pay the sum of £150. The debtor failed to comply with the bankruptcy notice, a petition was presented against him, and a receiving order was made thereon, against which the debtor now appealed. Counsel for the appellant contended that the master had no power to alter a judgment for £746 into a judgment for £150; that if £150 was due at all it was due under a final order, not a final judgment, on which a bankruptcy notice could be founded: *Ex parte Schmitz, Re Cohen* (12 Q. B. D. 509). He further contended that, if there were any final judgment, then the bankruptcy notice was not in the terms of the judgment, but was based on a judgment as altered by the terms of the master's order, and a bankruptcy notice cannot be based on a judgment and a subsequent agreement or order modifying the terms of the judgment: *Re H. B.* (1904, 1 K. B. 94). Finally, that the judgment and order combined did not constitute a final but an interlocutory judgment, as there was the question of the balance of the claim still to be litigated: *Ex parte Moore, Re Faithfull* (14 Q. B. D. 627); *Ex parte Strathune, Re Riddell* (20 Q. B. D. 512). Counsel for the respondent argued that there was a final judgment for £150 on which execution was not stayed, and, being available for execution, it was available for a bankruptcy notice: *Re A Debtor* (1903, W. N. 6); *Re Feast* (4 Morr. 37).

COZENS-HARDY, M.R., after stating the facts, proceeded to say that, in his opinion, the order directing the judgment to stand good for £150 was one which the master had power to make under ord. 27, r. 15. The words of that rule: "Any judgment by default . . . may be set aside by the court or a judge upon such terms as to costs or otherwise as such court or judge may think fit," mean that the judgment may be set aside either wholly or in part. Here the master had set the judgment aside in part, and £150 remained payable under the final judgment. He could see no force in the objection that the bankruptcy notice was not in the terms of the judgment. The amount claimed was due under the final judgment of £746, which had been reduced by the master's order to a judgment for the sum of £150. He could not say that this was not a good bankruptcy notice; it was sufficiently clear, and perfectly accurate.

FARWELL and KENNEDY, L.JJ., concurred. Appeal dismissed.—COUNSEL, *Hansell; Schiller*, SOLICITORS, *Michael Abrahams & Son; Rehder & Higgs*.

[Reported by P. M. FRANKS, Barrister-at-Law.]

New Orders, &c.

Supreme Court of Judicature (England).

RULES OF THE SUPREME COURT.

ORDER XI., RULE 8.

ORDER BY THE LORD CHANCELLOR.

I, Robert Threshie Baron Loreburn, Lord High Chancellor of Great Britain, by virtue of Order XI., Rule 8, of the Rules of the Supreme Court and all other authorities enabling me in this behalf, hereby order as follows:—

Order XI., Rule 8, of the Rules of the Supreme Court shall apply to the three countries of France, Spain, and Belgium.

The 2nd of August, 1910.

(Signed) LOREBURN, C.

Societies.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery-lane, on the 10th inst., Mr. Maurice A. Tweedie in the chair, the other directors present being Messrs. H. C. Beddoe (Hereford), W. C. Blandy (Reading), S. P. B. Bucknill, A. Davenport, T. Dixon (Chelmsford), H. Fulton (Salisbury), W. E. Gillett, Charles Goddard, L. W. N. Hickley, H. J. Johnson, J. F. N. Lawrence, C. G. May, R. W. Tweedie, B. E. Tyrwhitt (Oxford), and J. T. Scott (secretary). A sum of £1,174 was distributed in grants of relief, seven new members were elected, and other general business was transacted.

Obituary.

Mr. Henry Fellows.

Mr. Henry Fellows, barrister-at-law, of Lincoln's-inn, died on the 3rd inst., at Wimbledon. Mr. Fellows, who was born in 1840, was the second son of the late Mr. Alfred Thomas Fellows, of Beeston Fields, near Nottingham, and was educated at Rugby. After his call to the Bar in 1867, he at once acquired a substantial practice in Chancery and conveyancing, and remained at work until a few weeks of his death, having become one of the oldest "juniors" in active practice. He was engaged in many important cases, mainly relating to property and conveyancing, such as that of *Ewing v. Orr-Ewing*, decided in the House of Lords in 1883, on English jurisdiction in regard to Scotch estates; *Dashwood v. Magniac*, on timber; and *Cowley v. Inland Revenue Commissioners*, on the Finance Act, 1894. Mr. Fellows married, in 1870, Emily Hope, only daughter of the late Mr. Thomas James, of Otterburn Tower, Northumberland, and she and their family of two sons and one daughter survive him.

Legal News.

Changes in Partnerships.

Dissolutions.

FREDERICK CECIL GURNEY CHAMPION, ALBERT EDWARD GURNEY CHAMPION, ALFRED JOHN HART, GEORGE READE, and WILLIAM BERTRAM KENNETT, solicitors (Champions, Hart, Reade, & Co.), 44, Chancery-lane, London. July 27.

JOHN COOPER, HENRY STANLEY COOPER, and CHARLES JAMES COOPER, solicitors (Cooper & Sons), Manchester. July 26. The said John Cooper and Charles James Cooper will continue the business under the same style.

ARTHUR THOMAS HOLDEN and WILLIAM WALTER CANNON, solicitors (Holdens & Cannon), Bolton and Leigh. July 29.

WILLIAM HOWARD, OBORNE JAMES ELLISON, and CECIL HOWARD MORTON, solicitors (Howard, Ellison, & Morton), Colchester. Sept. 29, 1909. So far as regards the said William Howard.

WILLIAM WHITE PALMER, REUBEN WINDER, and SIDNEY BLANE WINDER, solicitors (Simpeon, Palmer, & Winder), 1, Southwark-street, London Bridge. July 29. So far as regards the said William White Palmer. [Gazette, Aug. 5.]

General.

At Burton-on-Trent, says the *Times*, where one-third of the entire rateable value of the town comprises brewery and licensed premises, wholesale appeals against assessments have been lodged by the local publicans. The appeals are based on the result of the Shoreditch judgment. The following brewery companies have also appealed, on the ground that the beer manufacturing duty, which nullifies the town's industry in at least £50,000 annually, reduces the annual value of their premises:—Ind, Coope, & Co., Marston, Thompson, Evershed (Limited), James Eadie (Limited), T. Salt & Co., and Robinson's Brewery (Limited).

The Royal Assent was given on the 3rd inst. to the following public Acts and sixty-one private Acts and Provisional Order Confirmation Acts:—The Civil List, the Accession Declaration, the Regency, the County Common Juries, the Diseases of Animals (No. 2), the Aldermen in Municipal Boroughs, the Duke of York's School (Chapel), the Public Works Loans, the Mines Accidents (Rescue and Aid), the Companies (Converted Societies), the Trusts (Scotland), the Licensing (Consolidation), the Children Act (1908) Amendment, the Census (Great Britain), the Isle of Man (Customs), the Hotels and Restaurants (Dublin), the Agricultural Holdings (Scotland) Act, 1908, Amendment, the Jury Trials (Scotland), the Registration of Births, Deaths, and Marriages (Scotland) Amendment, and the Small Holdings. Among the private Acts were the two Port of London Provisional Order Acts (Registration of Craft and Port Rates), the London County Council (Money), London County Council (Tramways and Improvements), and the London County Council (General Powers).

At Walsall County Court, on the 3rd inst., says the *Times*, Benjamin Harris, bricklayer, of Wednesbury, claimed from the National Operative Bricklayers' Society of London £2 14s. 3d., being twelve weeks' superannuation allowance at 5s. per week, less 5s. 9d. subscriptions due. Mr. Cooper, for the plaintiff, stated that the case raised the question of the rights of members of this trade union to claim a superannuation allowance. Harris, who was sixty years of age, had been a member of the society for twenty years, and the rules of the society provided that a member who fulfilled these conditions was entitled to a superannuation allowance of 5s. a week for life. Superannuation was granted and paid until April 16th, when it was stopped. Mr. Harold Morris, for the society, submitted that under the Trade Unions Act, 1871, his Honour had no jurisdiction to hear the case, as that Act expressly provided that no action could be taken for recovering damages or directly enforcing any agreement. In this case the plaintiff was seeking to recover funds to provide a benefit for himself. The trade unions regarded that particular section as their charter; they claimed the right to govern and to manage their own affairs. Judge Smith said it was evident the society was constituted as a trade union, and that friendly society benefits were merely subsidiary provisions. Under these circumstances he was bound by the judgment of the Court of Appeal, and must give judgment for the defendant society.

ROYAL NAVAL COLLEGE, OSBORNE.—For information relating to the entry of Cadets, Parents and Guardians should write for "How to Become a Naval Officer" (with an introduction by Admiral the Hon. Sir E. R. Fremantle, G.C.B., C.M.G.), containing an illustrated description of life at the Royal Naval Colleges at Osborne and Dartmouth.—Gieve, Matthews, & Seagrove, 65, South Molton-street, Brook-street, London, W.—[ADVT.]

Winding-up Notices.

London Gazette.—FRIDAY, August 5.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

C. M. MORGAN & WRIGHT, LTD.—Petn for winding up, presented July 27, directed to be heard Oct 18. Ward & Co, King st, Cheapside, for Cochrane & Co, Birmingham, solrs for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 17.
CAOUTCHOUC AND GENERAL TRADING CO, LTD.—Creditors are required, on or before Aug 24, to send their names and addresses, and the particulars of their debts or claims, to Charles William Provis, 3, Mount st, Manchester, liquidator.
SHAWFORTH BRICK CO, LTD.—Creditors are required, on or before Aug 15, to send their names and addresses, with particulars of their debts or claims, to J. Heyworth, Shawforth, near Rochdale, liquidator.
TARRANT & JONES, LTD.—Petn for winding up, presented July 29, directed to be heard at the Law Courts, Cathays pk, Cardiff, on Oct 6, at 10. Carter & Barber, Bldon st, solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 5.

London Gazette.—TUESDAY, August 9.
JOINT STOCK COMPANIES
LIMITED IN CHANCERY.

CLARKE'S PYRAMID AND FAIRY LIGHT CO, LTD.—Creditors are required, on or before Sept 20, to send their names and addresses, and the particulars of their debts or claims, to Samuel Birdsey Clarke, Cricklewood ln. Bristows & Co, Cophall bldgs, solrs to the liquidator.
GOLDFIELDS OF MATABELELAND, LTD.—Petn for winding up, presented July 28, directed to be heard Oct 18. Cohen & Cohen, Finsbury circus, solrs for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 17.
HOMER, LTD.—Petn for winding up, presented Aug 3, directed to be heard Oct 18. Bindle & Co, 22, Aldermanbury. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 17.

NAVINE MANUFACTURING CO, LTD.—Creditors are required, on or before Sept 27, to send their names and addresses, and the particulars of their debts or claims, to George Gale, 79, Lombard st, liquidator.
NEW CHAFFERS EXTENDED MINING CO (1903), LTD.—Creditors are required, on or before Sept 19, to send their names and addresses, and the particulars of their debts or claims, to H. E. G. Dawson, 4, Sun st, Cornhill, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, August 5.

RAVELAGH MOTOR CO, LTD.
L.O.R. SYNDICATE, LTD.
RIPPINGHILL MANUFACTURING CO, LTD.
RUGBY CHRISTIAN, LTD.
FREEZE, LTD.
JAMES COPPER CO, LTD.
F. QUANDT & CO, LTD.
H. C. FULCHER & SON, LTD.
BARNSTY MOTOR CO, LTD.
SEMPERIT TYRE AND RUBBER CO, LTD.
STRONG & COLLINGS, LTD.
MAJESTIC MILL CO, LTD.
NAVINE MANUFACTURING CO, LTD.
HIGHGATE HILL TRAMWAYS, LTD.

London Gazette.—TUESDAY, August 9.

BAGG & SONS, LTD (Reconstruction).
CARBALLING GOLD AND ARSENIC MINES, LTD.
LAWCASTER (CLAYE), LTD.
POPULAR AUTOMATIC CIGARS, LTD.
E. CARTWRIGHT & CO, LTD.
BRADLEY BROTHERS, LTD.
WEST COAST FISH SUPPLY CO, LTD.
RAX SYNDICATE, LTD.
MELDRETH AND MELBOURN DISTRICT GAS AND WATER CO, LTD.
HARROW CENTRAL HALL AND SKATING RINK, LTD.
BERRY'S ADVERTISING AGENCY, LTD.

The Property Mart.

Forthcoming Auction Sales.

Aug. 19.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Reversions, Life Interest, Stocks and Shares, &c. (see advertisement, back page, this week).

Creditors' Notices
Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 15.

FISHER, JAMES THOMAS, Parkhurst rd, Lower Holloway, Licensed Victualler Aug 23
Marston & Co (Limited) v Fishwick, Parker, J Crossman, jun, Theobald's rd, Gray's inn

London Gazette.—TUESDAY, July 19.

WATNEY, THEODORE HERBERT, Vanner rd, Sydenham Sept 30 Watney v Boddy, Warrington and Parker, JJ Barney, Lincoln's inn fields

London Gazette.—FRIDAY, July 22.

TURNER, THOMAS, Newcastle upon Tyne, Butcher Aug 30 Alder v Turner, Swinfa Eady and Neville, JJ Walker, Newcastle upon Tyne

London Gazette.—TUESDAY, July 26.

BUTLER, SAMUEL, Stafford, Doctor of Medicine Aug 30 Dean v Butler, Joyce, J Morgan, Stafford

London Gazette.—FRIDAY, July 29.

DARBY, JOSEPH JOHN, Kensington Court gds Sept 14 Lithgow and Others v Darby, Swinfa Eady, J Lea, Queen Victoria st
GREENWOOD, ARTHUR, Burley in Wharfedale, York Sept 20 Pepper v Hopper and Greenwood, Parker, J Dav, Leeds
GROOM, GEORGE THOMAS, Littlehampton Sept 8 Johnson v Shelley, Eve, J Shelley, Littlehampton
TRAFFORD, EDWARD GUY, St James's sq Sept 30 Rawson v Trafford, Parker, J Radcliffe, Craven st, Charing Cross

London Gazette.—TUESDAY, Aug. 2.

MARTIN, JAMES, Brookley rd, Deptford Oct 1 Riley v Martin, Warrington and Parker, JJ Nicholson, Raymond bldgs, Gray's inn

London Gazette.—FRIDAY, Aug. 5.

DURANT, THOMAS, Guildhall chmbrs, Basinghall st, Solicitor Oct 1 Stockwell v Durant and Others, Joyce, J Carr, Essex st, Strand

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, August 2.

BENNETT, SARAH ANN, Beechdale rd, Brixton Hill Sept 14 Emmet & Co, Bloombury sq
BLATHWAY, EDITH ROSE, Karitane, Otago, New Zealand Sept 5 Boydell, jun, South sq, Gray's inn
BLEIBERG, SALOMON, Mornington rd, Bow, Warehouseman Sept 9 Murray & Co, Birchln ln
BRAMLEY, JOHN TILLOTSON, Liverpool, Wine Boker Aug 31 Oppenheim & Son, Liverpool
BRYAN, GEORGE CHARLES NEWTON, Froyle, Hants Sept 30 Woolley & Whitfield, Great Winchester st
BYLES, ELIZA MARGARET, Seaton, Devon Aug 31 Young & Co, Hastings
BYLES, HARRIET HOLNESS, Seaton, Devon Aug 31 Young & Co, Hastings
CAMPBELL, Lieut-Col WILLIAM JOHN SINCLAIR, Army and Navy Club, Pall Mall Sept 1 Birts, Salters Hall ct, Cannon st
CARR, SARAH, Brighton Sept 14 Stuckey & Co, Brighton
CHANDLER, HERBERT, Lewes Aug 31 Hillman, Lewes
CHAPMAN, ROGER, Nether Siltan, nr Northallerton, Yorks, Farmer Aug 27 Newbald & Co, Thirsk

COLLINS, JAMES, Cotton Hill Hospital, Staffs Sept 29 Walsh & Walton, Oxford
 CREIGHTON, JOHN GIBSON, Liverpool Sept 3 Bateman, Liverpool
 DE CRESPIGNY, Capt CLAUD CHAMPION, Maldon, Essex Sept 10 Lawrence & Co, New
 sq, Lincoln's Inn
 DICKINSON, FANNY LOUISA, South Shore, Blackpool Sept 12 Hall & Co, Huddersfield
 FLINT, JOSEPH, Horley, Surrey, Grocer Aug 31 Morrison & Nightingale, Horley
 GARNETT, CHARLES JAMES, Bedstone, Salop Sept 1 Taylor & Co, Bradford
 GAYNOR, FANNY, Barnes Sept 15 St Barbe & Co, Queen Anne's gt
 HADDOCK, MARY EMILY, South Croydon Aug 27 Sandom & Co, Gracechurch st
 HAMMERTON, HENRY, Long Ditton, Surrey, B at Builder Sept 14 Satchell & Son, King
 st, Cheshire
 HAMMOND, JOHN, Newmarket, Sept 29 E F & H Landon, New Broad st
 HAY, ALEXANDER BOWEN, Abchurch in Sept 30 Stow & Co, Lincoln's inn fields
 HONEY, ALFRED ASHLEY, Brighton rd Sept 30 Pyke & Co, Lincoln's inn fields
 MACQUEEN, ARCHIBALD MURDOCH, Pembroke gds, Bayswater Sept 12 Murray & Co
 Birchall la
 MEREDITH, PHILIP, Balham Hill Aug 31 Le Brasseur & Oakley, Carey st
 MITCHELL, THOMAS, West Bridgford, Notts Sept 1 Willders & Son, Holbeach, Lincs
 MORGAN, EDWARD HERBERT, Christchurch, Mon Aug 15 Lewis, Newport, Mon
 MOUNTFORD, SAMUEL JOHN, Stone, Staffs Sept 29 Walters & Welch, Stone
 NORMAN, HARRIS, Cambridge Aug 29 Sharpe & Co, New ct, Carey st

PATTEN, ROBERT, Egerton gds Sept 1 Martley, Dublin
 PENFOLD, FREDERICK JAMES, James st, Covent Garden, Hotel Proprietor Aug 13 Howard
 & Shelton, Moorgate
 PIGOTT, GEORGE FREDERICK, Harpenden, Herts Sept 3 Tuckey, Harpenden
 REDFERN, GEORGE, Clonmel, Wick Aug 31 Phillips, south st, Finabury
 REMES, ELLIEN BOOTH, Belsley, Staffs Aug 29 Banker, Constable, Edinburgh
 RIDGWAY, EDWARD CHARLES, Stone, Staffs, Miller Sept 29 Walters & Welch, Stone
 SCRUTTON, SARAH STREETER, Radnor Park, Folkestone Oct 2 Merriman & Thirby,
 Milre ct, Temple
 SOLLWAY, WILLIAM THOMAS, Brighton, Furniture Dealer Sept 1 Davies, Pall Mall
 SPICER, ALFRED JOHN, Herne Hill, Clerk Sept 2 Kingsbury & Turner, Brixton rd
 SQUIER, JOSEPH WEBB, Kingston in, Teddington, Saddler Aug 31 Gush & Co, Fi
 bury cir
 STABLES, WILLIAM GORDON, Twyford, Berks, Surgeon Aug 27 Brain & Brain, Reading
 STOCKER, ALONZO HENRY, Aldwick, nr Bognor Aug 31 Le Brasseur & Oakley, Carey st
 Lincoln's inn
 WESTON, GEORGE, SAMUEL, St Leonard's on Sea Sept 1 Howard & Shelton, Tower
 chmbrs, Moorgate
 WILKINSON, GEORGE ARMISTEAD, Wakefield, Brush Manufacturer Sept 1 Flows
 Wakefield

Bankruptcy Notices.

London Gazette.—Friday, August 5.

RECEIVING ORDERS.

ADAMS, GERALD, Great Portland st High Court Pet June 8
 Ord July 19
 ALLINSON, FREDERICK JOSEPH, Wellington, Salop, Inn-
 keeper Shrewsbury Pet Aug 2 Ord Aug 2
 BAKER, BROOK, Hythe, Southampton, Poultry Farmers
 Southampton Pet July 1 Ord July 28
 BISHOPP, EDWARD, jun, Ashford, Kent, Cattle Dealer
 Canterbury Pet Aug 3 Ord Aug 3
 BOWN, ALBERT ORTON, Torquay, Poulterer Exeter Pet
 July 30 Ord July 30
 BREWARD, GEORGE, Earl Shilton, nr Hinckley, Leicester
 Leicester Pet Aug 3 Ord Aug 3
 COOPER, WILLIAM, Ryde, I of W, Butcher Newport Pet
 July 7 Ord July 27
 DAY, WILLIAM, Oxford, Nurseryman Oxford Pet Aug 3
 Ord Aug 3
 DIBB, OSCAR WILLIAM NEVILLE, Torquay Exeter Pet
 July 16 Ord July 28
 DUNNE, EILEEN, Stonehouse, Plymouth, Milliner Plymouth
 Pet Aug 2 Ord Aug 2
 FURNEAUX, HENRY THOMAS, Portsmouth, Hants, Furniture
 Dealer Portsmouth Pet July 29 Ord July 29
 HOUGHTON, MARY ANN, Maclesfield, Grocer Maclesfield
 Pet July 29 Ord July 29
 HOYLE, JOHN ANDREW, Bootle, Lancs, Carriage Proprietor
 Liverpool Pet July 9 Ord Aug 2
 HUGHES, JOHN, Crewe, Fishmonger Crewe Pet Aug 2
 Ord Aug 2
 HUTCHINGS, JAMES, Nuneaton, Warwick, Draper Coventry
 Pet July 8 Ord Aug 3
 JONES, HUGH, Llandudno, Gent's Outfitter Bangor Pet
 Aug 2 Ord Aug 2
 LORD, SAM, Burnley, Fish Salesman Burnley Pet Aug 2
 Ord Aug 2
 LORIMORE, ALEC, Swansea, Commission Agent Swansea
 Pet Aug 2 Ord Aug 2
 MAUD, ANNIE, Kensal rd, North Kensington High Court
 Pet Aug 3 Ord Aug 3
 MILLS, FREDERICK GEORGE, Saltley, Birmingham, Baker
 Birmingham Pet July 29 Ord July 29
 OSBORN & SIDWELL, Nuneaton, Warwick Coventry Pet
 July 18 Ord Aug 3
 PARKER, MARK, Maidon ct, Maida Vale High Court
 Pet July 19 Ord Aug 3
 PINNER, CHARLES EDWARD, Small Heath, Builder Birming-
 ham Pet July 30 Ord July 30
 PINSON, WILLIAM CHARLES, Wolverhampton, Foreman Tool
 Maker Wolverhampton Pet Aug 3 Ord Aug 3
 ROGERS, ALEXANDER STUART, South Lowestoft Barnstable
 Pet July 18 Ord Aug 3
 ROLINSON, DANIEL, Oakham, nr Dudley, Staffs Dudley
 Pet July 30 Ord July 30
 ROSS, CHARLES, St Margaret's, Twickenham, Journalist
 Brentford Pet July 29 Ord July 29
 SILVERSTONE, R, High st, Putney, Tobacconist Wande-
 worth Pet July 28 Ord Aug 2
 SKINNER, JOHN DAVID HALFYARD, Torquay, Fine Art Dealer
 Exeter Pet July 29 Ord July 29
 THOMAS, JOSEPH JOHN, Bridgend, Blacksmith Cardiff
 Pet Aug 3 Ord Aug 3
 WHITE, WILLIAM, King's Lynn, Norfolk, Builder King's
 Lynn Pet July 29 Ord July 29
 WOOD, EDWARD JOHN, Westcliff on Sea, Essex, Engineer
 Chelmsford Pet July 29 Ord July 29

Amended Notice substituted for that published in the
 London Gazette of July 29:

ANNIALL, WILLIAM, Shirebrook, Derby, Ergine Driver
 Nottingham Pet July 23 Ord July 23

Amended Notice substituted for that published in the
 London Gazette of August 2:

GRAINGER, ISAIAH FRANK, Sheffield, Butcher Sheffield
 Pet July 16 Ord July 28

FIRST MEETINGS.

ABRIDD, HENRY JOSEPH, Trinity sq, Tower hill, Wine
 Merchant Aug 15 at 11 Bankruptcy bldgs, Carey st
 BAKER, BROOK, Hythe, Southampton, Poultry Farmers Aug
 15 at 11 Off Rec, Midland Bank chmbrs, High st,
 Southampton
 BOWN, ALBERT ORTON, Torquay, Poulterer Aug 16 at
 10.30 Off Rec, 9, Bedford circus, Exeter
 BROOKS, HENRY, Barratage Aug 15 at 3 Off Rec,
 The Red House, Duncombe pl, York
 COOPER, WILLIAM, Ryde, I of W, Butcher Aug 15 at 3.15
 Off Rec, 33A, Holyrood st, Newport, I of W
 DAUBNEY, ROBERT, Monksthorpe, Lincs, Farmer Aug 16
 at 11.15 Off Rec, 4 and 6, West st, Boston

DAVIES, JOHN DOUGLAS, Swansea, Cycle Dealer Aug 13 at
 11 Off Rec, Government bldgs, St Mary st, Swansea
 DUCKWORTH, JAMES, Bury, Hat Manufacturer Aug 17 at 3
 Castle Works Bolton st, Bury
 FOULSAM, WALTER HENRY, Long Sutton, Lincs, Hair-
 dresser Aug 13 at 1 Off Rec, 8, King st, Norwich
 FROST, GEORGE WILLIAM, Little Clacton, Essex, Farmer
 Aug 16 at 10.45 Great Eastern Hotel, Liverpool st
 FURNEAUX, HENRY THOMAS, Portsmouth, Furniture Dealer
 Aug 15 at 3 Off Rec, Cambridge junc, High st,
 Portsmouth
 HILL, ROWLAND, Marton, nr Blackpool, Commission Agent
 Aug 15 at 11 Off Rec, 13, Wincley st, Preston
 HONEYCOMBE, J H, East Grinstead, Butcher Aug 13 at 11
 Crown Hotel, High st, East Grinstead
 HOYLE, JOHN ANDREW, Bootle, Lancs, Carriage Proprietor
 Aug 15 at 11 Off Rec, 33, Victoria st, Liverpool
 MCCORMICK, JOJO ROSS NEILL, Liverpool, Chartered
 Accountant Aug 17 at 11 Off Rec, 85, Victoria st,
 Liverpool
 MACPHERSON, JOHN GORDON, Southend on Sea, Egg Mer-
 chant Aug 16 at 3 14, Bedford row
 MAUD, ANNIE, Kensal rd, North Kensington Aug 15 at
 12 Bankruptcy bldgs, Carey st
 MILLER, GEORGE, Battersea, Battersea, Contractor
 Aug 15 at 12 132, York rd, Westminster Bridge
 PARKER, MARK, Clarendon ct, Maida Vale Aug 18 at 11
 Bankruptcy bldgs, Carey st
 PROBERT, THOMAS, Longwood, Abbeydore, Hereford,
 Father Aug 13 at 12 2, Off st, Hereford
 REINECKE, HUGO, Berwick on Tweed Aug 13 at 2 King's
 Arms Hotel, Berwick on Tweed
 (Note.—This notice is substituted for the notice which
 appeared in the Gazette of July 22.)
 ROBERTS, ANDREW, Blaenau Ffestiniog, Merioneth, Slate
 Merchant Aug 15 at 12 Queen's Hotel, Blaenau
 Ffestiniog
 RYAN, EDWARD JOHN, Liverpool, Auctioneer's Manager
 Aug 17 at 12 Off Rec, 35, Victoria st, Liverpool
 SCHRIEBER, PAUL, Grafton mews, Grafton st Aug 17 at 1
 Bankruptcy bldgs, Carey st
 SCOTT, BENJAMIN, Dewsbury, Plumber Aug 15 at 11 Off
 Rec, Bank chmbrs, Corporation st, Dewsbury
 SILVERSTONE, R, Putney, Tobacconist Aug 15 at 11.30
 132, York rd, Westminster Bridge
 SMITH, FRANK FARDELL, Oxford, Bookseller Aug 15 at 12
 1, St Aldates, Oxford
 THATCHER, EDGAR, Newbury, Berks, Commission Agent
 Aug 15 at 12 Bankruptcy bldgs, Carey st
 THOMAS, GWYNETH HARRIS, Amanaoff, Carmarthen, Coliery
 Labourer Aug 16 at 10.30 Off Rec, 4, Queen st, Car-
 marthen
 TREDAWAY, CHARLES WILLIAM, Burlington rd, Westbourne
 grove Aug 17 at 11 Bankruptcy bldgs, Carey st
 WARNER, EMILY, South Weald, Essex Aug 16 at 12 14,
 Bedford row
 WATTS, SAMUEL, Colchester Aug 18 at 2.15 Off Rec, 36,
 Princes st, Ipswich
 WILSON, SAMUEL JOSHUA, Chilver's Cotton, Nuneaton,
 Warwick, Builder Aug 15 at 11.30 Off Rec, 8, high
 st, Coventry

ADJUDICATIONS.

ARNOLD, CHARLES WILLIE, Danbury, Essex, Farmer
 Chelmsford Pet May 9 Ord Aug 3
 BISHOPP, EDWARD, jun, Ashford, Cattle Dealer Canterbury
 Pet Aug 3 Ord Aug 3
 BOWE, ALBERT ORTON, Torquay, Poulterer Exeter Pet
 July 30 Ord July 30
 BREWARD, GEORGE, Earl Shilton, nr Hinckley Leicester
 Pet Aug 3 Ord Aug 3
 BROWN, WALTER, Cardiff, Boot Manufacturer Cardiff Pet
 July 7 Ord July 30
 BROWNLESS, HENRY, Harratage York Pet July 18 Ord
 Aug 3
 DAVIES, WILLIAM, Blackpool Portmadoc Pet July 18 Ord
 Aug 3
 DAY, WILLIAM, Oxford, Nurseryman Oxford Pet Aug 3
 Ord Aug 3
 DIBB, OSCAR WILLIAM NEVILLE, Torquay Exeter Pet
 July 16 Ord July 28
 DUNNE, EILEEN, Stonehouse, Plymouth, Milliner Plymouth
 Pet Aug 2 Ord Aug 2
 FURNEAUX, HENRY THOMAS, Portsmouth, Furniture Dealer
 Portsmouth Pet July 29 Ord July 29
 GRAINGER, ISAIAH FRANK, Sheffield, Butcher Sheffield Pet
 July 16 Ord July 30
 HAWKER, ALBAN WILLIAM, Thornton Heath, Surrey,
 Traveller Croydon Pet July 28 Ord July 30
 HOUGHTON, MARY ANN, Maclesfield, Grocer Maclesfield
 Pet July 29 Ord July 29
 HUGHES, JOHN, Crewe, Fishmonger Crewe Pet Aug 2
 Ord Aug 2
 KESLON, R, Rotherham, Yorks, Insurance Broker Sheffield
 Pet June 30 Ord July 30

LORD, SAM, Burnley, Fish Salesman Burnley Pet Aug 2
 Ord Aug 2
 LORIMORE, ALEC, Swansea, Commission Agent Swansea
 Pet Aug 2 Ord Aug 2
 MEISS, GEORGE, Aldersgate st, Manufacturer of Watches
 High Court Pet June 17 Ord Aug 3
 MILLS, FREDERICK GEORGE, Saltley, Birmingham, Baker
 Birmingham Pet July 29 Ord July 29
 PINNER, CHARLES EDWARD, Small Heath, Builder
 Birmingham Pet July 30 Ord July 30
 PINSON, WILLIAM CHARLES, Wolverhampton, Foreman
 Tool Maker Wolverhampton Pet Aug 3 Ord Aug 3
 REINECKE, HUGO, Berwick upon Tweed, Hotel Keeper
 Newcastle on Tyne Pet June 23 Ord Aug 3
 ROLINSON, DANIEL, Oakham, nr Dudley Dudley Pet July
 30 Ord July 30
 ROSS, CHARLES, St Margaret's, Twickenham, Journalist
 Brentford Pet July 29 Ord July 29
 SKINNER, JOHN DAVID HALFYARD, Torquay, Fine Art
 Dealer Exeter Pet July 29 Ord July 29
 SMITH, MARY, Barrow in Furness, Milliner Barrow in
 Furness Pet July 13 Ord July 28
 SUTTON, WALTER, Harnet, Tobacconist Barnet Pet June
 21 Ord Aug 3
 THOMAS, JOSEPH JOHN, Bridgend, Blacksmith Cardiff
 Pet Aug 3 Ord Aug 3
 TREDAWAY, CHARLES WILLIAM, Burlington rd, West-
 bourne grove High Court Pet May 9 Ord Aug 2
 TURNBULL, CHARLES HARTLEY, and WILLIAM TURNBULL,
 Mottingham, Kent, Ironmongers Greenwich Pet
 June 24 Ord Aug 2
 WATTS, ERNEST MURFORD, High rd, Chiswick, Bootmaker
 Brentford Pet July 7 Ord Aug 2
 WHITE, WILLIAM, King's Lynn, Norfolk, Builder King's
 Lynn Pet July 29 Ord July 29
 WOOD, EDWARD JOHN, Westcliff on Sea, Essex, Engineer
 Chelmsford Pet July 29 Ord July 29
 WOOLMAN, WILLIAM WESLEY, Chancery ln, Solicitor High
 Court Pet July 12 Ord Aug 2

London Gazette.—Tuesday, August 9.

RECEIVING ORDERS.

ALLINSON, FREDERICK SAMUEL FERNAN, Darlington, Tailor
 Stockton on Tees Pet Aug 3 Ord Aug 3
 BERGER, J B, Uxbridge, Boot Dealer Windsor Pet July
 7 Ord Aug 6
 BLAKEMORE, ALFRED, Wolverhampton, Butcher Wolver-
 hampton Pet Aug 5 Ord Aug 5
 BOWEN, FRANK G, Graiguen, Pontypidd, Draper Ponty-
 pidd Pet July 20 Ord Aug 3
 BREWER, ERNEST HAROLD, Wulfehall, Baker Wolver-
 hampton Pet Aug 5 Ord Aug 5
 BROWN, EDWARD, Yeovil, Butcher Yeovil Pet Aug 5
 Ord Aug 5
 BULLOCK, LAURA GREYDE, Prince of Wales rd, Kenilworth
 Town, Tobacconist High Court Pet Aug 4 Ord
 Aug 4
 CLANCARTY, Earl of, The Rt Hon WILLIAM FREDERICK
 LE POER TRENCH, Cadogan gds High Court Pet
 July 26 Ord Aug 4
 CRAVEN, JOHN HENRY, Great Grimsby, School Caretaker
 Great Grimsby Pet Aug 4 Ord Aug 4
 DOOK, HERBERT WILLIAM, Cheltenham, Grocer Chelten-
 ham Pet Aug 5 Ord Aug 5
 DRAKE, JOHN WILLIAM, Charlston, Baildon, Yorks,
 Boot Maker Leeds Pet Aug 4 Ord Aug 4
 FISHER, SOLOMON SELMAN, Bledfords, Llangunillo, Radnor
 Leominster Pet June 4 Ord June 24
 GATES, CLIFFORD OSWALD, Whitley Range, Manchester
 Salford Pet Aug 6 Ord Aug 6
 GRIBBS, THOMAS, Rothbury, Northumberland, Coal Mer-
 chant Newcastle on Tyne Pet July 19 Ord Aug 6
 GRIFFITHS, MORIS, Mardy, Glam, Collier Pontypidd Pet
 Aug 4 Ord Aug 4
 GULLEY, ANNIE MAUD, Southsea, Hants Portsmouth Pet
 July 30 Ord Aug 5
 HAMILTON, CLAUD FRANCIS, Piccadilly High Court Pet
 July 16 Ord Aug 5
 HARRISON, FREDERICK GEORGE, Erleigh Mills, Somerset,
 Somerset, Miller Yeovil Pet Aug 5 Ord Aug 5
 HAYNES, CECILIA MARY ELIAS, Cheltenham Cheltenham
 Pet Aug 4 Ord Aug 4
 HOLMAN, ALBERT GEORGE, Aberkess, nr Bridgend, Con-
 fessioner Cardiff Pet Aug 6 Ord Aug 6
 HUTCHINGS, ALFRED JAMES, Luton, Baker Luton Pet Aug
 4 Ord Aug 4
 HYATT, JOSEPH, Upper st, Islington, Fancy Goods Dealer
 High Court Pet Aug 6 Ord Aug 6
 IRESON, GEORGE, Wombwell, Yorks, Grocer Barnsley
 Pet Aug 4 Ord Aug 4
 JONES, ARTHUR CADBURY, Glasshouse st, Regent st, Fine
 Art Dealer High Court Pet July 18 Ord Aug 5
 JONES, ERNEST DUDLEY, Southport, Amusement Caterer
 Liverpool Pet Aug 4 Ord Aug 4

MALINSKY, SIMON, Bethnal Green rd, Baker High Court Pet Aug 5 Ord Aug 5
 MILES, ARTHUR RICHARD, Neithrop, Banbury, Oxford, Ironmongers' Porter Banbury Pet Aug 4 Ord Aug 4
 MOLE, THOMAS RICHARDSON, Coundon Grange, nr Bishop Auckland, Durham, Egg Merchant Durham Pet Aug 5 Ord Aug 5
 MOORE, SOLOMON ALBERT, Cardiff, Fruiterer Cardiff Pet Aug 2 Ord Aug 2
 PRICE, L. H. & Co, Morriston, Swansea, Stockbrokers Swansea Pet July 27 Ord Aug 5
 PRICE, WILLIAM GRACEBIRDLE, King st, Snow hill High Court Pet July 9 Ord Aug 3
 READ, EDWIN ANDREW, Broadchalke, Wilts, Baker Salisbury Pet Aug 4 Ord Aug 4
 SCOTT, ARTHUR HENRY, Sandford, Devon, Corn Merchant Exeter Pet Aug 4 Ord Aug 4
 SHUTE, GEORGE MEAD, Southampton, Pianoforte Warehouseman Southampton Pet Aug 6 Ord Aug 6
 SMITH, JOHN, Derby, Labourer Derby Pet Aug 6 Ord Aug 6
 WABY, THOMAS COOPER, Mansfield, Notts, Joiner Nottingham Pet Aug 5 Ord Aug 5
 WAIT, GEORGE HENRY, Skiffington, Leicester, Motor Manufacturer Leicester Pet Aug 6 Ord Aug 6
 WARE, NETTIE HIBBERT, Rottingdean, Sussex High Court Pet Nov 10 Ord Aug 4
 WARNER, ALFRED JOHN, Glenshaw mans, Brixton rd High Court Pet July 16 Ord Aug 4
 WASSALL, JOSEPH, Loughborough, Licensed Victualler Leicester Pet Aug 4 Ord Aug 4
 WORKER, FREDERICK, Richmond st, Caledonian rd, Cartage Contractor High Court Pet Aug 6 Ord Aug 6

FIRST MEETINGS.

ALLINSON, FREDERICK SAMUEL FREEMAN, Darlington, Tailor Aug at 12.30 Off Rec, Court chmbrs, Albert rd, Middleborough
 BARR, JOHN, Dinting, nr Manchester, Director of a Public Company Aug 17 at 3 Off Rec, Byrom st, Manchester
 BOLTON, JAMES, Tonbridge, Seedsman Aug 29 at 11.30 The Bridge Hotel, Tunbridge Wells
 BOWEN, FRANK G, Graigwen, Pontypridd, Draper Aug 17 at 11.30 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
 BREWARD, GEORGE, Earl Shilton, nr Hinckley, Leicester Aug 17 at 12 Off Rec, 1, Berridge st, Leicester
 BROWN, WALTER, Cardiff, Boot Manufacturer Aug 18 at 3 Off Rec, 117, St Mary st, Cardiff
 BULLOCK, LAURA GERTRUDE, Prince of Wales rd, Kentish Town, Tobacconist Aug 19 at 11 Bankruptcy bldgs, Carey st
 CLANCARTY, Earl of, The Right Hon WILLIAM FREDERICK LE POER-TRENCH, Cadogan gdn Aug 19 at 1 Bankruptcy bldgs, Carey st
 COOK, PHILIP, Penyard, Merthyr Tydfil, Boot Repairer Aug 19 at 10.30 Off Rec, County Court, Townhall, Merthyr Tydfil
 CRANCH, JOHN PASTRIDOR, Salcombe, Devon, Builder Aug 22 at 11.15 7, Buckland ter, Plymouth
 CREALT, FRANK, Eastbourne, Hoiser Aug 17 at 12 Off Rec, 12A, Marlborough pl, Brighton
 CRAWFORD, HENRY CHARLES, Rmford, Essex, Hay Dealer Aug 19 at 12 14, Bedford row
 DIBB, OSCAR WILLIAM NEWELL, Torquay Aug 22 at 3 Off Rec, 9, Bedford circus, Exeter
 DEARE, JOHN WILLIAM, Ebbolt, nr Shipley, Yorks, Boot Maker Aug 17 at 11 Off Rec, 24, Bond st, Leeds
 GRANGER, ISAIAH FRANK, Sheffield, Butcher Aug 17 at 12 Off Rec, Figgree ln, Sheffield
 GREEN, ROWLAND BENJAMIN, Haddenham, Bucks, Engineer Aug 17 at 12 1, St Aldates, Oxford
 GRIFFITHS, MOSES, Mardy, Glam, Collier Aug 17 at 11 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
 GULBY, ANNIE MAUD, Southsea Aug 18 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 HALL, MATTHEW HARWOOD, Southville, Bristol, Foreman Printer Aug 17 at 11.30 Off Rec, 26, Baldwin st, Bristol
 HAMILTON, CLAUD FRANCIS, Piccadilly Aug 17 at 12 Bankruptcy bldgs, Carey st
 HOGG, WILLIAM GEORGE, Maesteg, Glam, Licensed Victualler Aug 17 at 3 Off Rec, 117, St Mary st, Cardiff
 HOUGHTON, MARY ANN, Macclesfield, Grocer Aug 19 at 11 Off Rec, 28, King Edward st, Macclesfield

HUGHES, JOHN CREWE, Fishmonger Aug 17 at 11.15 Royal Hotel, Crews
 HUTCHESON, JAMES, Nuneston, Warwick, Draper Aug 17 at 3 Off Rec, 8, High st, Coventry
 HYATT, JOSEPH, Upper st, Linsington, Fancy Goods Dealer Aug 19 at 12 Bankruptcy bldgs, Carey st
 HYATT, FANNY, Gloucester, Decorator Aug 17 at 11 Off Rec, Station rd, Gloucester
 IBBESON, GEORGE, Wombwell, Yorks, Grocer Aug 19 at 10.30 Off Rec, Regent st, Barnsley
 JONES, ARTHUR CADBURT, Glasshouse st, Regent st, Fine Art Dealer Aug 17 at 1 Bankruptcy bldgs, Carey st
 JONES, HUGH, Llandudno, Gent's Outfitter Aug 19 at 12 Crypt chmbrs, Eastgate row, Chester
 LORIMORE, ALEC, Swansea, Commission Agent Aug 18 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
 MALINSKY, SIMON, Bethnal Green rd, Baker Aug 17 at 11 Bankruptcy bldgs, Carey st
 MARLAND, JOHN, Wigan, Tea Dealer Aug 17 at 3 Court house, Crawford st, Wigan
 MILLS, FREDERICK GEORGE, Salford, Birmingham, Baker Aug 17 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham
 ORPHEE, CHARLES, Mountain Ash, Glam, Hairdresser Aug 18 at 11 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
 PINNER, CHARLES EDWARD, Small Heath, Birmingham, Builder Aug 17 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
 PRICE, WILLIAM GRACEBIRDLE, King st, Snow hill Aug 18 at 12 Bankruptcy bldgs, Carey st
 READ, EDWIN ANDREW, Broadchalke, Wilts, Baker Aug 18 at 1 Off Rec, Chmbrs Catherine st, Salisbury
 ROLINSON, DANIEL, Oakham, nr Dudley, Staffs Aug 17 at 12 Off Rec, 1, Priory st, Dudley
 SCOTT, ARTHUR HENRY, Sandford, Devon, Corn Merchant Aug 19 at 10.30 Off Rec, 9, Bedford circus, Exeter
 SHUTE, GEORGE MEAD, Southampton, Pianoforte Warehouseman Aug 17 at 11 Off Rec, Midland Bank chmbrs, High st, Southampton
 SKINNER, JOHN DAVID HALTYARD, Torquay, Fine Art Dealer Aug 17 at 10.30 Off Rec, 9, Bedford circus, Exeter
 WAIT, GEORGE HENRY, Skiffington, Leicester, Motor Manufacturer Aug 18 at 12 Off Rec, 1, Berridge st, Leicester
 WARE, NETTIE HIBBERT, Rottingdean, Sussex Aug 19 at 11 Bankruptcy bldgs, Carey st
 WARNER, ALFRED JOHN, Glenshaw mans, Brixton rd Aug 18 at 1 Bankruptcy bldgs, Carey st
 WASSALL, JOSEPH, Loughborough, Licensed Victualler Aug 17 at 12.30 Off Rec, 1, Berridge st, Leicester
 WHITE, WILLIAM, King's Lynn, Norfolk, Builder Aug 25 at 11.30 Court House, King's Lynn
 WOOD, EDWARD JOHN, Westcliff on Sea, Essex, Engineer Aug 19 at 3 14, Bedford row
 WORKER, FREDERICK, Richmond st, Caledonian rd, Cartage Contractor Aug 19 at 12 Bankruptcy bldgs, Carey st
 WRIGHT, THOMAS, Coity Fields, Bridgend, Glam, Draper Aug 18 at 12 Off Rec, 117, St Mary st, Cardiff

Amended Notices substituted for those published in the London Gazette of July 29:

DAWSON, HAROLD, Buckingham st, Strand Aug 11 at 1 Bankruptcy bldgs, Carey st
 ROBINSON, WILLIAM ARTHUR, Sleaford, Lincs, Nurseryman Aug 16 at 12 Off Rec, 4 and 6, West st, Boston

ADJUDICATIONS.

ALLIRONE, FREDERICK JOSEPH, Wellington, Salop, Inn-keeper Shrewsbury Pet Aug 2 Ord Aug 4
 ALLINSON, FREDERICK SAMUEL FREEMAN, Darlington, Tailor Stockton on Tees Pet Aug 5 Ord Aug 5
 BARR, RICHARD COLBORNE ORCHARD, and WILLIAM ORCHARD BARRER, Hythe, Southampton, Poultry Farmers Southampton Pet July 1 Ord Aug 4
 BLACKMAN, ERNEST SAMUEL, Colliers Wood, Lino Dealer Croydon Pet July 22 Ord Aug 6
 BLAKEMORE, ALFRED, Wolverhampton, Butcher Wolverhampton Pet Aug 5 Ord Aug 5
 BREWER, ERNEST HAROLD, Willenhall, Staffs, Baker Wolverhampton Pet Aug 5 Ord Aug 5
 BRIERLEY, WALTER, Bury, Lancs, Auctioneer Bolton Pet June 23 Ord Aug 4
 BROWN, ARCHIBALD, Stone bldgs, Lincoln's inn, Barrister at Law High Court Pet June 3 Ord Aug 5
 BROWN, EDWARD, Yeovil, Butcher Yeovil Pet Aug 5 Ord Aug 5

BULLOCK, LAURA GERTRUDE, Prince of Wales rd, Kentish Town, Tobacconist High Court Pet Aug 4 Ord Aug 4
 COWARD, WILLIAM HENRY, Bath, Engineer Bath Pet July 19 Ord Aug 5
 CRAVEN, JOHN HENRY, Great Grimsby, School Caretaker Great Grimsby Pet Aug 4 Ord Aug 4
 DOOK, HERBERT WILLIAM, Cheltenham, Grocer Cheltenham Pet Aug 5 Ord Aug 5
 DRAKE, JOHN WILLIAM, Charlestown, Baildon, Yorks, Boot Maker Leeds Pet Aug 4 Ord Aug 4
 GRIFFITHS, MOSES, Mardy, Glam, Collier Pontypridd Pet Aug 4 Ord Aug 4
 HAMON, LOUIS, Piccadilly circus High Court Pet May 11 Ord Aug 5
 HAYNES, CECILIA MARY ELISE, Cheltenham Cheltenham Pet Aug 4 Ord Aug 4
 HOLMAN, ALBERT GEORGE, Aberkenfig, nr Bridgend, Confectioner Cardiff Pet Aug 5 Ord Aug 5
 HOYLE, JOHN ANDREW, Bootle, Lancs, Carriage Proprietor Liverpool Pet July 9 Ord Aug 4
 HUTCHESON, JAMES, Nuneston, Draper Coventry Pet July 6 Ord Aug 6
 HUTCHINGS, ALFRED JAMES, Luton, Baker Luton Pet Aug 4 Ord Aug 4
 IBBESON, GEORGE, Wombwell, Yorks, Grocer Barnsley Pet Aug 4 Ord Aug 4
 JONES, ERNEST DUDLEY, Southport, Amusement Caterer Liverpool Pet Aug 4 Ord Aug 4
 JONES, HUGH, Llandudno, Gent's Outfitter Bangor Pet Aug 2 Ord Aug 5
 MALINSKY, SIMON, Bethnal Green rd, Baker High Court Pet Aug 5 Ord Aug 5
 MAUND, ANNIE, Kensal rd, North Kensington High Court Pet Aug 3 Ord Aug 5
 MILES, ARTHUR RICHARD, Neithrop, Banbury, Oxford Ironmongers' Porter Banbury Pet Aug 4 Ord Aug 4
 MOLE, THOMAS RICHARDSON, Coundon Grange, nr Bishop Auckland, Yeast Merchant Durham Pet Aug 5 Ord Aug 5
 MOORE, SOLOMON ALBERT, Cardiff, Fruiterer Cardiff Pet Aug 2 Ord Aug 2
 OPPENHEIMER, GEORGE, Fenchurch st, Engineer High Court Pet July 7 Ord Aug 5
 PARKER, MARK, Clarendon ct, Malda Vale High Court Pet July 12 Ord Aug 4
 READ, EDWIN ANDREW, Broadchalke, Wilts, Baker Salisbury Pet Aug 4 Ord Aug 4
 SCOTT, ARTHUR HENRY, Sandford, Devon, Corn Merchant Exeter Pet Aug 4 Ord Aug 4
 SHUTE, GEORGE MEAD, Southampton, Pianoforte Warehouseman Southampton Pet Aug 6 Ord Aug 6
 SILVERSTONE, R, High st, Putney, Tobacconist Wandsworth Pet July 26 Ord Aug 6
 SIMMONDS, SAMUEL, Manor Park, Essex, Clerk High Court Pet July 21 Ord Aug 5
 SMITH, JOHN, Derby, Labourer Derby Pet Aug 6 Ord Aug 6
 TUPPER, EDWARD ALFRED, Walter House, Strand, Company Promoter High Court Pet Dec 10 Ord Aug 4
 VERRALL, G ROYSTON, Hanover st, Hanover sq High Court Pet June 13 Ord Aug 6
 WABY, THOMAS COOPER, Mansfield, Notts, Joiner Nottingham Pet Aug 5 Ord Aug 5
 WASSALL, JOSEPH, Loughborough, Licensed Victualler Leicester Pet Aug 4 Ord Aug 4
 WILKINSON, HARRY CUTBERT WILLIAM, Chancer rd, Herne Hill High Court Pet June 16 Ord Aug 6
 WORKER, FREDERICK, Richmond st, Caledonian rd, Cartage Contractor High Court Pet Aug 6 Ord Aug 6

Amended Notice substituted for that published in the London Gazette of July 29:

COHEN, JACOB BENJAMIN, Hanbury st, Spitalfields, Sick Moulder's Assistant High Court Pet July 22 Ord July 22

Amended Notice substituted for that published in the London Gazette of Aug 2:

CRUSSELL, HENRY CHARLES, Romford, Essex, Hay Dealer Chelmsford Pet July 23 Ord July 23

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.
 ESTABLISHED IN 1880.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

X

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 650 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

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Suitable Insurance Clauses—for inserting in Leases or Mortgages of Licensed Property. Settled by Counsel, will be sent on application.

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